

**NEW HAVEN
CONDOMINIUM
DOCUMENTS**

2021 Complete Set with Amendments

Prepared by and Return to:
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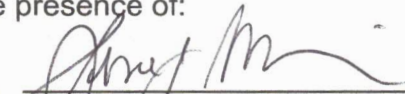
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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
NEW HAVEN CONDOMINIUM

We hereby certify that the amendments to the Declaration of Condominium of New Haven Condominium as amended and restated, attached hereto as Composite Exhibit A, which Declaration was originally recorded at Official Records Book 4581, Page 1707 et seq. of the Public Records of Pinellas County, Florida, was duly adopted by an affirmative vote of Two-thirds (2/3) of the total votes of the membership at the duly called meeting of the members held on December 15, 2020 as required by Article XXIII, of the Declaration of Condominium of New Haven Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 30th day of December 2020.

Signed, sealed and delivered
in the presence of:

sign: 

print: Shane J. Morrison

sign: 


print: Christa Dasher

New Haven Condominium Association, Inc.


By: 
Joseph Kovesdy, Vice President

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

sign: 

print: Shane J. Morrison

sign: 

print: Christa Dasher

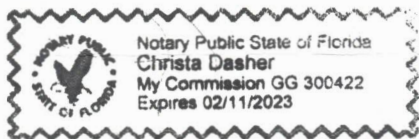
New Haven Condominium Association, Inc.

By: 
Wendy Klingler, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of December 2020, by Joseph Kovesdy as Vice President of New Haven Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign *Christa Dasher*

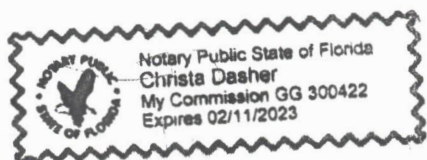
print Christa Dasher

State of Florida at Large (Seal)

My Commission expires: 02/11/2023

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of December 2020, by Wendy Klingler as Secretary of New Haven Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign *Christa Dasher*

print Christa Dasher

State of Florida at Large (Seal)

My Commission expires: 02/11/2023

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

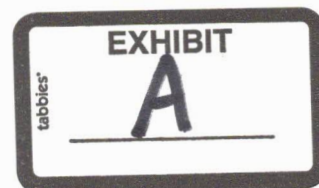
Section 4. Leasing The leasing of Units in the Association shall be subject to the following restrictions which shall be enforced prospectively from the effective date of this amendment:

(i) Owners are prohibited from entering into lease holds which have a period of less than three (3) consecutive calendar months in length or a period of greater than twelve (12) consecutive calendar months in length. An Owner shall be prohibited from leasing his Unit more than one (1) time per calendar year, including in the event of a breach of a previously approved lease. Approval is required for renewal, however the board may not charge additional processing and background fees.

(ii) No Unit may be leased or rented by a new Owner, other than the Association itself, or to a husband, wife, son, or daughter of the new Owner, during the first year, (365) days, following acquisition of title to a Unit. If a Unit is currently leased at the time of any sale after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy of such notice provided to the Association. Additionally, the period of time for which the Unit is leased following the acquisition of title by the new owner will not be counted toward the one year waiting period for new leases. Therefore, the one year waiting period during which a Unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the Unit. The Board of Directors may approve exceptions to this restriction in cases where the Owners are unable to occupy their Unit based upon a condition which occurs after the time that they purchased their Unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the Unit, or other similar hardship situations.

(ii) An owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least ten (10) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require.

Exhibit 1



Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. Only entire units may be leased. The Board may prescribe an application form and require an application fee and background checks at a reasonable rate and not to exceed the maximum amount allowed by Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Unit to place a security deposit with the Association, in the amount of one (1) month's rent as set forth on the face of the lease. Such security deposit may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Unit on grounds the Association may find as further detailed in this section.

(iii) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- A. Prior felony criminal conviction, including any pleas of no contest.
- B. Non-Compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations.
- C. Providing false or incomplete information in connection with an application, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.
- D. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator.
- E. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to

conduct himself in a manner inconsistent with the Association Documents.

- F. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association or by conduct in this Association as a Unit Owner, tenant, or Occupant.
- G. Assessments, fines, and other charges against the Unit or due from the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- H. The person seeking approval is under the age of fifty-five (55).

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days from the date of written submission and acceptance of the application to the board of directors, the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(iv). Violation: In the event of a Unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Unit with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Unit Owner to evict such lessee or occupant and in such event the Unit Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically be deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents and furthermore grant the Association authority to proceed as a party to the lease in pursuit of eviction for the purposes of this paragraph. The

Unit Owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(v.) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of more than twenty-eight days within any twelve (12) month period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. In addition to being present on the Association property, the use of the Unit address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this subparagraph (v). Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Unit by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Unit or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Unit by blood, marriage, or legal adoption shall still adhere to the provisions of this regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article.

(vi) The terms of this leasing Section, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future.

(vii) Use of a Unit as a Congregate Living Facility, as defined herein is prohibited. A "Congregate Living Facility" shall be defined as transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, assisted living facilities, missionary housing, rehabilitative home care services, boarding homes, or homes for aged of any other residential structure, for profit or not for profit, which undertakes care, housing food service and one or more personal services for persons not related to the owner or administrator by second degree consanguinity, marriage or adoption.

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

5. Nuisances. In addition to other obligations and duties set out in this Declaration, every owner, tenant, and occupant shall abide by the following regulations as necessary for maintaining the quiet enjoyment of the members in the Association:

- (i) Each owner or occupant shall maintain his unit in good condition and repair and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately with his unit.
- (ii) All parts of the property and Unit shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage is allowed to accumulate, nor any fire hazard allowed to exist, within the Unit. Furthermore, each Owner, Tenant and Occupant shall maintain the Unit in good condition and repair, including all internal surfaces within or surrounding his dwelling, including limited common elements appurtenant to his dwelling, if any. No Unit Owner shall permit, intentionally or otherwise, anything to fall from or out of a window or door of the Condominium or Association property, nor sweep or throw from the Condominium or Association property any dirt or other substance, chemical or matter onto any of the Common Elements
- (iii) Common areas of the building, such as hallways, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the occupants shall be kept in such areas, temporarily or otherwise. The Association shall have the right to perform necessary maintenance and repairs in the event of exigent circumstances, including, but not limited to, shutting off utilities for units. Unit owners shall provide an emergency key to the Association which may be used for the purposes of access to the unit pursuant to the Association's irrevocable right to access under Florida Statute Section 718.111.
- (iv) No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done

anything by such other person that would interfere with the rights comforts or other conveniences of other occupants.

- (v) Unit Owners, their occupants or tenants shall not permit the playing of any musical instrument, phonograph, radio, television set or other sound generating device that interferes with the use rights, comforts or other conveniences of the Members of the Association. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.
- (vi) Unit owners, their occupants or tenants shall not permit the use or operation of any device within the Unit during quiet hours which causes perceptible vibration, sound, hums, rhythm or other auditory cues in adjacent Units, such devices include, but are not limited to, clothes washing machines, dryers and sub-woofers. Disturbance of unit owners during quiet hours shall be considered a violation of the Declaration of the Association, and subject to such enforcement as provided for therein. The quiet hours of the Association are designated as 11:00 pm to the following 8:00 am.
- (vii) No unit shall be used in illegal or immoral acts or any use which violates any law, or governmental regulation.
- (viii) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, its Appurtenances, or on the Common Elements or Limited Common Elements except as otherwise permitted in writing by the Board. Unit owners, their occupants or tenants, shall not permit or suffer anything to be done or kept in the unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members. No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, smoking, or any other purpose, shall be used or kindled within ten (10) feet of any dwelling or improvement on the Condominium Property or within any Unit and may not be stored within any unit until completely cooled.
- (ix) Patios shall not be utilized for storage, including but not limited to, storage containers. The personal property of all Unit Owners must be stored within their respective Units, and patios. No personal property is to be stored on the sidewalks, landings, entrances, passages, or common elements appurtenant to the unit.

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ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

8. Parking: The Association shall be governed by the following restrictions regarding the parking of vehicles:

- (i) All automobiles shall be parked only in the parking areas so designated for that purpose by the Association. Such designation may be by separate letter, assignment, marking of the parking space or spaces by the owner's last name and/or Unit number. There shall be no street parking. No vehicle may be parked on grass, lot, dirt, or other area of the Condominium property which is not a designated, asphalt or concrete parking area. Authority for designation, assignment and reassignment of parking spaces is retained by the Board of Directors, and such assignments shall not automatically transfer with the unit on sale or lease. The maximum number of vehicles allowed per single family residence is two (2). At least one of the two aforementioned vehicles shall be assigned to the parking space associated with the Unit. No vehicle shall exceed the confines of the assigned space when parked. Vehicles must display current state licensure.
- (ii) Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations and to be responsible for guests which violate such restrictions and to indemnify the Association for any damage to or towing caused by the guests parking of vehicles on the Condominium Property.
- (iii) No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Association property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, van campers, boats or other watercrafts, storage containers, moving containers, PODS, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles, sports utility vehicles, passenger vans, golf and low speed vehicles that are registered to operate

on Florida Roadways and are registered with the Association, and passenger pick-up trucks at any time. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a unit or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight. Notwithstanding the foregoing, a single storage container, single moving container, or single PODS may be utilized by an owner or occupant upon receipt of advance approval from the Board of Directors of the Association. In no event may storage containers, moving containers, or PODS take up more than two (2) guest spaces, or be present on the Condominium property for more than forty-eight (48) hours.

- (iv) No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. The sole exception being replacement of a flat tire, wind shield wipers, and batteries. Vehicle washing may only occur at the designated area in the Common Elements. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. The board may adopt approved car covers for vehicles which would otherwise be in violation of the section. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways, carports, or other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Association Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the unit from which the offending motor vehicle originated
- (v) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
- (vi) No vehicle shall create a noxious condition on the Association property, by constituting a nuisance due to its noise level, disrepair, or exhaust levels. Such determinations may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers, and work materials in on or otherwise associated with the vehicle.
- (vii) Any vehicle, or item delineated in (iii) above which is parked or placed on Association Property in violation of this Declaration is subject to being towed and all costs and expenses shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this

Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration.

- (viii) The Association shall have the ability to adopt reasonable rules and regulations regarding use of common element parking without further amendment to this declaration.

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by strike-through. Provisions not explicitly addressed remain unchanged by this amendment.]

Article VI

RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY

The use of the Condominium Property may be governed by reasonable rules and regulations, and the rules may be enforced in any manner provided by law after reasonable notice to the unit owner and the parties in violation, including the imposition of fines as set forth in the Bylaws this Article. If an action ~~is filed by the Association to seek enforcement of a rule the prevailing party shall~~ be entitled to recover from the other party the reasonable attorney's fees incurred by it or him as a result of that legal action. Attorneys' fees recoverable by the Association from guests of lessees of a unit owner shall be recoverable from that unit owner by special assessment by the Association.

~~_____~~ The following rules govern the use of the units:

~~_____~~ 7. Adoption and Amendment of Rules. The rules that govern the use of the units may only be amended by the approval of a majority of the voting members of the Association.

~~_____~~ The use of the common elements and any recreation facilities or common areas owned or leased by the Association shall be governed by rules adopted by the board of directors of the Association. At least annually, a list of current rules shall be distributed to every member of the Association.

7. Compliance and Default. Each Unit Owner, and their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant of a Unit and the Association shall be governed by and shall comply with the terms of this

Declaration of Condominium and all exhibits annexed thereto, the bylaws, articles of incorporation and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(i) Negligence. A Unit Owner shall be jointly and severally liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family, his or their guests, employees, agents, or lessees. Any vendor contracted by a Unit Owner to perform repairs or maintenance within the unit must provide insurance and licensing credentials to the board of directors in advance of proceeding with work contracted for. The Association must approve all vendors contracted with by Unit Owners which require such credentials.

(ii) Compliance. In the event a unit Owner or occupant fails to maintain his Unit or fails to cause a Unit to be maintained, fails to observe and perform the duties required under all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, or otherwise requires the Association to take legal action through the Association's legal counsel to enforce its Declaration, By-Laws, Articles of Incorporation, Rules and Regulations or the Condominium Act, the Association shall have the right to proceed in a court of equity to require performance and injunctive relief, to impose fines in the maximum amount allowable by law, to sue in a court of law for damages resulting from such action, to undertake non-binding arbitration where mandated by the Condominium Act, to suspend use rights in recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessment and have a lien therefore such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the

irrevocable right, for itself and its employees and agents, to enter the unit upon 48 hours written notice posted at the Unit Door, and noticed via electronic mail if consent to receive notice by electronic means was received by the Association prior to the event requiring intervention, and perform the necessary work to enforce compliance with the above provisions , without having committed a trespass or incurred any other liability to the Unit Owner. The notice requirements of this provision shall not be necessary in the event exigent circumstances are present in the affected Unit or Condominium Property.

(iii) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner of the Association to comply with the requirements of the Act, this Declaration, articles, bylaws, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

In addition to the Association's ability to claim prevailing party attorney fees and costs after filing suit, the Association shall be entitled to recovery of its costs, attorney fees, mailing and copy expenses, incurred by its legal representative prior to filing suit, a petition for arbitration, or engaging in pre-suit mediation, against the Unit Owner, their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant due to non-compliance with the Act, Declaration, Articles, Bylaws, the exhibits annexed thereto, or the rules and regulations.

Such recoverable costs, attorney fees, mailing and copy expenses shall include but not be limited to, demand letters, settlement agreements, negotiation between the parties, communication with the parties, and all other actions reasonably undertaken by legal counsel for the Association prior to proceeding with litigation, mediation, or arbitration. Such amounts shall be recoverable against the Unit Owner as a Money Judgment however, it shall not be considered

an assessment for common expenses or foreclosed in the same manner as a mortgage.

(iv) Fines. Fines shall exist in addition to all rights and remedies to which the Association is legally entitled. Upon failure of an Owner to comply with the provisions of this Declaration, Articles, Bylaws, or rules and regulations, the Association may, in the sole discretion of the board, assess an amount (a "fine") against the Owner upon compliance with the following criteria:

(a) Notice: The Association shall afford an opportunity for a hearing to the Owner, after notice of not less than 14 days. Said notice shall include a statement of the date, time and place of the hearing and a statement of the matters allegedly constituting a violation of the Declaration Articles, By-laws, rules or regulations, and the provision of the Declaration, Articles, By-laws, rules or regulations that have been allegedly violated.

(b) Hearing: The hearing shall be conducted by the fining committee as may be required by law. The hearing shall be conducted before a committee of not less than three (3) Owners appointed by the Board, none of whom may then be serving as a director, officer, or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the hearing panel, to present evidence, and to provide written and oral arguments on all issues involved. No fine may be levied unless approved by the hearing panel after such a hearing. The committee is not empowered to lower, increase, or otherwise negotiate the terms of the fine. The committee shall confirm or reject the fine in the same form as the fine is levied by the board. Any fine shall be noticed to the affected parcel owner or tenant by regular U.S. first class mail or hand delivery.

(c) Amount: The Association may impose a fine not to exceed \$100.00 per day, per violation (or such greater amount as allowed by the Condominium Act, as amended from time to time) from the date of owners violation until such violation ceases, up to a total of \$1,000.00 per violation.

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ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

Article VII

ALTERATIONS TO THE CONDOMINIUM PROPERTY

Unit Owners may not alter the common elements. Material alterations to the common elements which are not repairs, replacements, or modernizations of the original common element, may be performed subsequent to approval by a majority of the voting members of the Association. Material alterations shall not include landscaping modification, removal, or addition when such action is performed by the Association. Unit Owners shall not plant, remove, trim, or otherwise modify common area landscaping, or supplement the common area with plantings, decorations, or additions of their own.

Unit Owners shall not make any alteration to their unit which modifies the exterior appearance of the Unit, affects any portion of the Unit which contributes to the support of the building, or which affects any utility conduits. Any such Unit alteration must first be submitted to the board of directors for approval and may not be undertaken until such approval is granted in the manner set forth in this Declaration.

Any addition to the Unit which penetrates, pierces, partitions, or contacts the boundary plane established by the common element roof, as further detailed in Article I of this Declaration, shall not be allowed. Any such installation shall be deemed a violation per se of this Declaration. Such restricted additions include, without limitation, roof venting, turbines, skylights, tube lights, and all other improvements which would intrude upon the separation of the unit dimensions and common element.

As set forth in Article III of this Declaration, carports may be installed by Unit Owners. Such carports shall be deemed limited common elements appurtenant to the Unit upon installation, to be maintained solely by the Unit Owner, and for which the Unit Owner agrees to bear full liability. Installation of the carports shall be performed in the same manner as any other alteration requiring professionally licensed, bonded, and insured contractors, subject to approval by the directors, prior to commencement of the work. Every carport constructed and every carport replacement or repair, subsequent to adoption of this amendment, shall be white in color. In the event the carports become a nuisance, unsightly, unmaintained, destroyed, damaged, or otherwise improperly maintained in the board's sole discretion, the Association may, without limiting the recourses otherwise set forth in this Declaration for non-compliance and enforcement, after provision of seven (7) business day written notice mailed to the Unit Owner's address as last reported to the Association, take such action as necessary to bring the

carport into conformance with these governing documents including repairing, cleaning, replacing, maintaining, or removing the carport. All costs and expenses incurred in undertaking such action may be recovered against the affected Unit Owner as an assessment in the manner set forth in Florida Statute Section 718.116.

All windows and doors shall be replaced with like styles and colors. Any modification to the outward appearance of the windows or doors, including without limitation, the framing, tinting of glass, door style, size of windows, style of windows, size of doors, and color of windows and doors, shall have written board approval prior to installation.

**NEW HAVEN
CONDOMINIUM
DOCUMENTS**

CERTIFICATE OF AMENDMENT

TO BY-LAWS OF

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called special meeting of the membership on December 17, 2009, by a majority vote of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said amendment by the Board of Directors, the By-Laws of the Condominium Association for **NEW HAVEN COMDOMINIUM** was originally recorded in O.R. Book 4581, page 17107, et seq, in the public records of Pinellas County, Florida, be and the same is amended as follows:

The By-Laws of **NEW HAVEN CONDOMINIUM ASSOCIATION, INC.** is hereby amended in accordance with Exhibit "A" attached hereto and entitled "**Schedule of Amendments to the Amended and restated By-Laws of New Haven Condominium Association, Inc.**"

IN WITNESS WHEREOF, **NEW HAVEN CONDOMINIUM ASSOCIATION, INC.** has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5th day of Jan, 2010.

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

BY: *Dorothy Spriggs*

AGENT

STATE OF FLORIDA

COUNTY OF PINELLAS

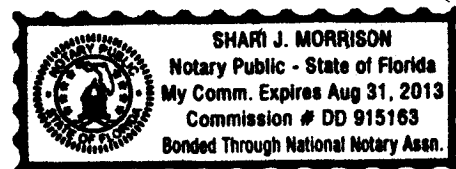
BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgement, personally appeared SUNCOAST PROPERTY SERVICES representative agent

Dorothy Spriggs respectively, of **NEW HAVEN CONDOMINIUM ASSOCIATION, INC.**, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 5 day of

January, 2010.

Shari J. Morrison
NOTARY PUBLIC



**SCHEDULE OF AMENDMENTS
TO THE
AMENDED AND RESTATED
BYLAWS
OF
NEW HAVEN CONDOMINIUM ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

ARTICLE III, Board of Directors, Section 5, Term of Directors, of the Amended and Restated Bylaws, shall be amended to read as follows:

SECTION 5. Term of Directors.

~~The term of each Director's service shall be as follows:~~

~~For the year 1989, two (2) Directors shall be elected for a term of one year, two (2) Directors shall be elected for a term of two years and one (1) Director shall be elected for a term of three years. Following the year 1989, and for all successive years thereafter, the term of all Directors elected shall be for a period of three years.~~

Following the adoption of this amendment, an odd number of Directors constituting a majority of the Board shall be elected for two-year terms and an even number of Directors constituting a minority shall be elected for a one-year term. In the ensuing year, the even number minority of the Board shall be elected for two-year terms and thereafter all Directors shall be elected for two-year staggered terms.

89047016

OR 6943PG2219

01 RECORDING
 REC 10.50
 DS
 INT FEB 24 PM 5:20
 FEES
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 REV
 TOTAL 10.50

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
NEW HAVEN CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members on January 12, 1989, 1988, by a majority vote of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for NEW HAVEN CONDOMINIUM was originally recorded in O.R. Book 4581, page 1707, et seq, in the Public Records of Pinellas County, Florida, and the same is amended as follows:

The Declaration of Condominium of NEW HAVEN CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to The Declaration of Condominium".

IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 24th day of February, 1989.

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

By: John Rooney President
 CHECK AMOUNT TENDERED: \$10.50
 \$10.50
 \$0.00

ATTEST:

Archie Reid
 Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared JOHN ROONEY and ARCHIE REID, respectively, of NEW HAVEN CONDOMINIUM ASSOCIATION, INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of Feb, 1989.

Thomas P. ...
 NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
 My commission expires November 8, 1991

CONDOMINIUM PLATS PERTAINING HERETO
 ARE FILED IN CONDOMINIUM PLAT BK 25 PGS. 22 THRU 23 INCL.
 THIS INSTRUMENT PREPARED BY & RETURN TO:
 R. TIMOTHY PETERS
 6. TIMOTHY PETERS, P.A.
 6000 US16, CLEARWATER, FL 34618-0308

OR6943PG2220

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
NEW HAVEN CONDOMINIUM

Article VI, Section 1 shall be amended as follows:

Article VI, Section 1. Residential Use.

Each unit may only be used as a residence by a maximum number of ~~three (3)~~ two (2) persons in one bedroom units and four (4) persons in two bedroom units. The units may not be used for any commercial purpose.

Article VI, Section 4 shall be amended as follows:

Article VI, Section 4. Leasing.

Units may not be leased (which includes any occupancy in the absence of the unit owner) without the approval of the Association. No unit may be leased for a period of less than three (3) months. No unit may be leased or rented more than one (1) time during any twelve (12) month period. Any proposed lease shall be submitted to the board of directors of the Association, or its agent, and the board of directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. The board of directors of the Association may adopt reasonable rules regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by the unit owners. If the lessee violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit.

Approval of a lease shall not release the unit owner from any obligation under this Declaration, and either the lessee or the unit owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.

The following is added to Article VI as Section 8:

8. The condominium association shall have the authority to require, as a condition to permitting the renting or leasing of a unit, the deposit into an escrow account maintained by the condominium association, a security deposit in an amount of no more than the equivalent of one (1) months rent. This security deposit shall protect against damages to the common elements or association property.

-2-

The portions of this Amendment which are stricken through with hyphens, i.e. hyphen are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

89047017

OR6943PG2221

RECORDED
RE: 10.52
DATE
BY
FEE
REV

KARLEEN E. CLARK
CLERK OF DISTRICT COURT
PINELLAS COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.

16.50

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members on January 12, 1989, 1989, by a majority vote of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the By-Laws of the Condominium Association for NEW HAVEN CONDOMINIUM was originally recorded in O.R. Book 4581, page 1707, et seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The By-Laws of NEW HAVEN CONDOMINIUM ASSOCIATION, INC. is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to By-Laws"

IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 24th day of February, 1989.

NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.

By: John Rooney
President

ATTEST:

A. Reid
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared JOHN ROONEY and ARCHIE REID, respectively, of NEW HAVEN CONDOMINIUM ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 24 day of Feb, 1989.

Thomas P. Rooney
NOTARY PUBLIC

My Commission Expires

Notary Public, State of Florida
My commission expires November 8, 1991



THIS INSTRUMENT PREPARED BY OR RETURN TO:
R. TIMOTHY PETERS
R. TIMOTHY PETERS, P.A.
BOX 6018, CLEARWATER, FL 34616-0018

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED
IN CONDOMINIUM PLAT BK. 25 PGS. 72, THRU 102, INCL.

OR6943PG2222

SCHEDULE OF AMENDMENTS

TO

BY-LAWS

OF

NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.

Article III, Section 5 shall be amended as follows:

Article III, Section 5. Term of Directors.

~~The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.~~

The term of each Director's service shall be as follows:

For the year 1989, two (2) Directors shall be elected for a term of one year, two (2) Directors shall be elected for a term of two years and one (1) Director shall be elected for a term of three years. Following the year 1989, and for all successive years thereafter, the term of all Directors elected shall be for a period of three years.

-2-

The portions of this Amendment which are stricken through with hyphens, i.e. hyphen are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

89108224 OR 6992PG0721

RECORDING
 REC 10.50
 DS _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 KEY _____
 TOTAL 10.50

CERTIFICATE OF AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM: 89108224 05-03-89 16:49:40
 OF 01
 NEW HAVEN CONDOMINIUM RE: 0603NG 1 \$10.50
 TOTAL: \$10.50
 FACH INT. FINDER: \$10.50
 CHANGE: 90.00

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on May 1, 1989, 1989, by a vote as required in the respective Declaration of Condominium, and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for NEW HAVEN CONDOMINIUM as originally recorded in O.R. Book 4581, page 1707, et seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium of NEW HAVEN CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to The Declaration of Condominium".

IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 1st day of May, 1989.

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

KARLENE E. DE...
 CLERK OF CIRCUIT CO...
 PINELLAS COUNTY, FL.

89 MAY -3 PM 4:52

By: John Rooney
 President

ATTEST:

[Signature]
 Secretary

(CORPORATE SEAL)



STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared JOHN ROONEY and ARCHIE RIED, respectively, of NEW HAVEN CONDOMINIUM ASSOCIATION, INC. to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, we have hereunto set my hand and official seal this 2nd day of May, 1989.

James P. [Signature]
 NOTARY PUBLIC
 My Commission Expires: _____
 Notary Public, State of Florida at Large
 My commission expires November 6, 1991



THIS DOCUMENT PREPARED BY CA SETTING DATE
 R. TIMOTHY PETERS
 R. TIMOTHY PETERS, P.A.
 3800 STATE CLEARWATER, FL 34618-0000
 "ORIGINAL CONDOMINIUM PLAT PERTAINING HERETO
 IS FILED IN CONDOMINIUM PLAT BOOK 035
 PAGES 22-62"

OR 6992PG0722

SCHEDULE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
NEW HAVEN CONDOMINIUM

The following is added to Article VI as Section 9:

9. Age Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Amendments Act of 1988 by providing housing for older persons as defined in Section 807 of the Fair Housing Amendments Act of 1988. Not less than EIGHTY (80%) percent of all units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, AND ALL PERMANENT OCCUPANTS MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE. The remaining twenty (20%) percent of the units shall be occupied by any persons IN ACCORDANCE WITH SECTION 807 OF THE FAIR HOUSING AMENDMENTS ACT OF 1988 and such Rules, Regulations and procedures as promulgated by the Board of Directors as described in the following paragraphs. The term "permanent occupants" shall include all persons occupying the unit except temporary guests.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure continuing compliance with this restriction and consistent with an intent to comply with Section 807 of the Fair Housing Amendments Act of 1988.

This restriction shall not apply to any person residing in a unit at the time this restriction was approved by the members of the Association.

The portions of this Amendment which are stricken through with hyphens, i.e. ~~hyphen~~, are deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

00-118838 APR-24-2000 12:34pm
PINELLAS CO BK 10887 PG 2029

10137342 04-24-2000 12:35:31 JAG
51 AGR-NEW HAVEN CONDO ASSOC
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IN: BK: SPG: EPS:
RECORDING 002 PAGES 1 \$10.50

PAGES 2
ACCT # _____
CHG AMT _____
CK AMT _____
REC 10-55
DS DR219 _____
DS _____
INT _____
FEES _____
MTF _____
PIC _____
REV _____
TOTAL 10.50

SCHEDULE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
NEW HAVEN CONDOMINIUM

TOTAL: \$10.50
P CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00
BY _____ DEPUTY CLERK

The following is added to Article XVI Section B Paragraph 2:

Established Alterations to units of the same name and floor plan
ie. Ambassador, Camelot, Drury, Bellaire and Jennifer is allowed
with Board approval. This includes alterations to the Common
and Limited Common elements adjacent to the unit.

RETURN TO

NEW HAVEN CONDOMINIUM
1480 New Haven Drive
Largo, FL 33771

PINELLAS COUNTY FLA.
OFF. REC. BK 10887 PG 2029

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members in January 1992, by a vote as required in the respective Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for NEW HAVEN CONDOMINIUM as originally recorded in O.R. Book 4581, Page 1739, et. seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium of NEW HAVEN CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium".

IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 1st day of February 1992.

NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.

Betty Mingo
President

STATE OF FLORIDA
County of Pinellas

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Betty Mingo of NEW HAVEN CONDOMINIUM ASSOCIATION, INC. to me well known, and they acknowledged before me that she executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officer, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the 1 day of February 1992.



MARILYN A. DICKSON
COMMISSION # CC876127
EXPIRES SEP 25, 2000
BONDED THROUGH
ATLANTIC BONDING CO. INC

Marilyn A. Dickson
NOTARY PUBLIC

L.S. 5697 INC 728

BLDG #	UNIT #	UNIT AREAS	UNDIVIDED SHARE OF COMMON ELEMENTS	
17	125	1,000	.5840	
	126	1,110	.6482	
	127	630	.3679	
	128	1,110	.6482	
	129	1,000	.5840	
18	130	1,000	.5840	
	131	1,110	.6482	
	132	630	.3679	
	133	1,110	.6482	
	134	1,000	.5840	
19	135	1,000	.5840	
	136	1,110	.6482	
	137	630	.3679	
	138	1,110	.6482	
	139	1,000	.5840	
20	140	1,000	.5840	
	141	1,110	.6482	
	142	630	.3679	
	143	1,110	.6482	
	144	1,180	.6891	
	145	1,110	.6482	
	146	630	.3679	
21	147	1,110	.6482	
	148	1,000	.5840	
	149	1,000	.5840	
	150	1,110	.6482	
	151	630	.3679	
	152	1,110	.6482	
	153	1,000	.5840	
22	154	1,000	.5840	
	155	1,110	.6482	
	156	630	.3679	
	157	1,110	.6482	
	158	1,110	.6482	
	159	630	.3679	
	160	1,110	.6482	
	161	1,000	.5840	
	23	162	1,000	.5840
		163	1,110	.6482
164		630	.3679	
165		1,110	.6482	
166		1,110	.6482	
167		630	.3679	
168		1,110	.6482	
169		1,110	.6482	
170		630	.3679	
171		1,110	.6482	
172		1,000	.5840	
33	227	1,000	.5840	
	228	1,110	.6482	
	229	630	.3679	
	230	1,110	.6482	
	231	1,000	.5840	
TOTAL		171,240	100.0000	

1.5697 PAGE 727

BLDG #	UNIT #	UNIT AREAS	UNDIVIDED SHARE OF COMMON ELEMENTS
7	59	1,000	.5840
	60	1,110	.6482
	61	630	.3679
	62	1,110	.6482
	63	1,000	.5840
8	64	1,000	.5840
	65	1,110	.6482
	66	630	.3679
	67	1,110	.6482
	68	1,110	.6482
	69	630	.3679
	70	1,110	.6482
	71	1,000	.5840
9	72	1,000	.5840
	73	1,110	.6482
	74	630	.3679
	75	1,110	.6482
	76	1,180	.6891
	77	1,110	.6482
	78	630	.3679
	79	1,110	.6482
	80	1,000	.5840
10	81	1,000	.5840
	82	1,110	.6482
	83	630	.3679
	84	1,110	.6482
	85	1,110	.6482
	86	530	.2579
	87	1,110	.6482
	88	1,000	.5840
11	89	1,000	.5840
	90	1,110	.6482
	91	630	.3679
	92	1,110	.6482
	93	1,000	.5840
12	94	1,000	.5840
	95	1,110	.6482
	96	630	.3679
	97	1,110	.6482
	98	1,000	.5840
13	99	1,000	.5840
	100	1,110	.6482
	101	630	.3679
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	103	1,110	.6482
	104	630	.3679
	105	1,110	.6482
	106	1,000	.5840
14	107	1,000	.5840
	108	1,110	.6482
	109	630	.3679
	110	1,110	.6482
	111	1,000	.5840
15	112	1,000	.5840
	113	1,110	.6482
	114	630	.3679
	115	1,110	.6482
	116	1,000	.5840
16	117	1,000	.5840
	118	1,110	.6482
	119	630	.3679
	120	1,110	.6482
	121	1,110	.6482
	122	630	.3679
	123	1,110	.6482
	124	1,000	.5840

I N D E X

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
NEW HAVEN CONDOMINIUM

THE Declaration of Condominium of NEW HAVEN CONDOMINIUM, recorded in O.R. Book 4581, commencing on Page 1707, of the Public Records of Pinellas County, Florida, and any amendments to the Declaration recorded prior to the date that this Amended and Restated Declaration of Condominium is recorded are hereby amended in their entirety as follows:

Article I

CREATION OF CONDOMINIUM

By prior act, FIRST FLORIDA INTERNATIONAL, INC., and ANNBROOK, INC., submitted the property ("Condominium Property") described in Exhibit A to the condominium form of ownership. The name of the Condominium is NEW HAVEN CONDOMINIUM. The Condominium has 177 units. The identification, location and dimensions of the units are shown in Exhibits B1 - B32. The boundaries of the units are as follows:

Upper Boundaries. The horizontal plane of the lower surface of the undecorated finished ceiling.

Lower Boundaries. The horizontal plane of the upper surface of the finished floor (but not any floor tile or rugs).

Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

Exterior Building Walls: The intersecting vertical planes adjacent to, and which include, the undecorated interior surface of the outside walls of the building containing the unit and fixtures thereon, and when there is attached to the building a permitted porch, patio, or other portion of the building serving only the unit being bounded (other than a limited common element), such boundaries shall

be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon;

Interior Building Walls: The vertical planes of the center lines of walls bounding a unit extending to the intersections with other perimetrical boundaries;

Special Circumstances: When the walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft. When walls of differing thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

Limitations: The unit owner shall be deemed to own neither the decorated and finished surfaces of the exterior perimeter building walls, or the undecorated and/or unfinished surfaces of the perimeter ceilings above or the perimeter floor below his unit, nor the pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to his unit to the extent, if any, that they are utilized for or serve more than one unit or the common elements, which shall only to such extent be deemed a part of the common elements; provided that the unit owner shall be deemed to own the walls and partitions which are contained within the unit and the inner decorated and/or finished surfaces of the ceilings, walls and floors, including paint, ceiling and floor tile and wallpaper.

Article II

ASSOCIATION

The Condominium is operated and managed by NEW HAVEN CONDOMINIUM ASSOCIATION, INC. ("Association"). The owners of the

units in the Condominium are the members of the Association, and for each unit owned by a member, he or she shall be entitled to one vote. If a unit is owned by more than one person, the owners must select one of them to be the voting member, and notify the Association about the selection. Members may vote by proxy. The Articles of Incorporation of the Association are attached hereto as Exhibit C, and the Bylaws of the Association are attached hereto as Exhibit D.

Article III

COMMON ELEMENTS

The portions of the Condominium Property outside the boundaries of the units are the common elements, and they are owned by the unit owners in the undivided shares set forth in Exhibit E.

The porches and patios abutting ground floor units are limited common elements, reserved for the exclusive use of the owner of the unit to which the porch or patio is appurtenant. These porches and patios shall be maintained by the owners of the units to which they are appurtenant as if they were included within the boundaries of the unit. Notwithstanding any other provisions in this Declaration, unit owners may enclose their back porches or patios with screens and/or windows, after they have submitted plans and obtained the approval of the board of directors of the Association to do so, which shall not be unreasonably withheld. With the prior approval of the board of directors of the Association, if a side patio also abuts a unit, the side patio may be enclosed with screens, or windows, or only screens if the back patio is enclosed with windows.

A unit owner may place a concrete pad for air conditioning equipment for his unit on the common elements at a location to be approved by the board of directors of the Association. These concrete pads, if any, shall be limited common elements appurtenant to the unit served by the air conditioning equipment, and shall be maintained by the owner of the unit to which it is appurtenant.

One parking space has been or will be assigned by the Association for the exclusive use of the owners of each unit. With the permission of the unit owners to whom a space has been assigned, it may be reassigned by the Association. Unit owners may cover their assigned parking spaces, but only in accordance with plans approved by the board of directors of the Association. The Association shall maintain all parking spaces, except the maintenance of covers over parking spaces shall be the responsibility of the unit owners to whom the spaces have been assigned.

Article IV

COMMON EXPENSES

Common Expenses means all expenses properly incurred by the Association for the Condominium as shall be required or permitted by the Condominium Act, including without limitation:

1. General. The cost of operation, maintenance, repair and replacement of the common elements, including, but not limited to the Association's prorata share of these costs for the lift station and antenna system.

2. Insurance: Fire, liability, flood and other insurance and costs related thereto.

3. Administrative. Administrative costs of the Association, including without limitation, postage, telephone, clerical, legal, accounting, and related fees and expenses.

4. Certain Utilities. Cost of utility services which are not metered to the individual units (but not hook-up or turn-on charges or the like).

5. Recreation Area and Center. The Association's prorata share of the cost of maintaining the Recreation Area and Center.

6. Restoration. The costs of repairs or restoration after damage or loss.

7. Licenses and Taxes. License and inspection fees, any fees required by the Condominium Act or other regulations and real estate or personal property taxes assessed against the Condominium Property, other than taxes assessed against the

individual units which shall be the sole responsibility of the unit owner. In the event that any taxing authority having jurisdiction over the Condominium Property shall levy or assess any tax or special assessment against the Condominium Property as a whole, as opposed to levying and assessing such tax or special assessment against each unit, as now provided for by law, then such tax or special assessment so levied shall be paid as a common expense by the Association.

Article V

ASSESSMENTS

The Association has the power to assess the members to pay the common expenses, which include the cost of operating the Association and maintaining the Condominium Property. These assessments for common expenses, and the common surplus, if any, shall be divided among the unit owners in the same percentages as unit owners own the common elements.

Unit owners are liable for the assessments charged against their units by the Association. Any assessment not paid within fifteen (15) days from the date when it is due is past due, and a late charge of \$25.00 shall automatically be added to the amount of each past due assessment, and past due assessments shall bear interest from the due date at the rate of 18% per year. If the Association employs an attorney to assist it in collecting past due assessments, or late charges, or interest, the delinquent unit owner shall also be liable for all reasonable attorney's fees incurred by the Association for that purpose, whether or not legal action becomes necessary.

To secure the collection of past due assessments, including late charges, interest, and the reasonable attorney's fee incurred by the Association in collecting these items, the Association may file and record, in the Public Records of Pinellas County, Florida, a lien against the unit for which these items are owed. The lien shall be effective from the date of recording, and may be foreclosed in the manner authorized by law.

Article VI

RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY

The use of the Condominium Property may be governed by reasonable rules and regulations, and the rules may be enforced in any manner provided by law after reasonable notice to the unit owner and the parties in violation, including the imposition of fines as set forth in the Bylaws. If an action is filed by the Association to seek enforcement of a rule, the prevailing party shall be entitled to recover from the other party the reasonable attorney's fees incurred by it or him as a result of that legal action. Attorneys' fees recoverable by the Association from guests or lessees of a unit owner shall also be recoverable from that unit owner by special assessment by the Association.

The following rules govern the use of the units:

1. Residential Use. Each unit may only be used as a residence by a maximum number of three (3) persons in one bedroom units and four (4) persons in two bedroom units. The units may not be used for any commercial purpose.

2. Residents. No person under the age of 16 years may reside in a unit. Persons under that age may temporarily reside in a unit as a guest of the owner, but not for a period exceeding six consecutive weeks, nor for more than 60 days per year.

3. Pets. Pets that weigh more than 20 pounds are not allowed on the Condominium Property. Not more than one (1) dog or cat is allowed in a unit. If any pet constitutes a nuisance or becomes an annoyance, the board of directors of the Association, in its absolute discretion, may require the permanent removal of the pet from the Condominium Property.

4. Leasing. Units may not be leased (which includes any occupancy in the absence of the unit owner) without the approval of the Association. No unit may be leased for a period of less than three (3) months. Any proposed lease shall be submitted to the board of directors of the Association, or its agent, and the board of directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. The board of directors of the Association may adopt reasonable rules

regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by the unit owners. If a lessee violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit.

Approval of a lease shall not release the unit owner from any obligation under this Declaration, and either the lessee or the unit owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.

5. Nuisances. No unit shall be used in any manner that unreasonably interferes with the use and enjoyment of other units. No unit owner shall permit or suffer anything to be done or kept in his unit which shall increase the insurance rates on his unit or any other portion of the Condominium Property, nor shall a unit owner commit or permit any nuisance or immoral or illegal act in his unit or the common elements or make any use of a unit that violates any law or governmental regulation.

6. Signs. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit (nor affix them in any manner so that they are visible from the exterior of his unit).

7. Adoption and Amendment of Rules. The rules that govern the use of the units may only be amended by the approval of a majority of the voting members of the Association.

The use of the common elements and any recreation facilities or common areas owned or leased by the Association shall be governed by rules adopted by the board of directors of the Association. At least annually, a list of current rules shall be distributed to every member of the Association.

Article VII

ALTERATIONS TO THE CONDOMINIUM PROPERTY

Unit owners may not alter the common elements. The Association may alter the common elements, but substantial additions or alterations (not including repairs or replacements) to the

common elements may only be made after obtaining approval of a majority of the voting members of the Association.

Unit owners may make reasonable alterations to their units; however, unit owners may not make any alterations to their units that alter the exterior appearance of the unit, or affect any portion of the unit that contributes to the support of the building, or affect any utility conduits that serve another unit in the Condominium, without the consent of the board of directors of the Association.

Article VIII

MAINTENANCE OF THE CONDOMINIUM PROPERTY

Unit owners shall maintain, at their expense, their units, the windows, screens, and doors that serve only their units, and the plumbing, electrical, heating, or air conditioning equipment, lines, wires, and ducts that serve only their units, and shall keep them in good repair and appearance. If a unit owner fails to do so, the Association may make the repairs to the unit that it believes are necessary to preserve the good condition and appearance of the Condominium, and the cost of those repairs shall be added to the assessments charged against that unit by the Association. Without limiting the generality of the foregoing:

1. The unit owner shall at his own cost and expense: periodically wash or clean his unit's windows; replace or repair any broken windows, screens or locks; repair, wallpaper, tile or otherwise redecorate all interior wall, ceiling and floor surfaces as needed; repair or replace any doors (other than front entrance doors) as needed. No plumbing or electrical work or repairs to any multi-unit television system in a unit shall be performed by any person not authorized by the Association or licensed to perform such work.

2. The unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building, or hang anything in windows other than drapes, shades or curtains. Exteriors of buildings shall be repainted

periodically by the Association, and any supplemental exterior painting undertaken by a unit owner shall be with paint and colors previously approved in writing by the Association.

3. The unit owner shall promptly report to the Association any defect or need for repair that is the responsibility of the Association.

4. No unit owner shall make any alterations in the portions of any building or the common elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement or vary the architectural appearance of said building.

5. No unit owner shall attach any air conditioners, fans or ducts to any exterior walls, windows or doors nor allow them to be visible from the exterior of his unit, nor cover by shutters, screens, awnings or otherwise any windows or doors, nor extend or enclose any porch or patio nor construct any air conditioner pad (without first submitting plans and obtaining prior approval by the board of directors of the Association).

6. No front of any unit may be altered in any manner.

7. No unit owner may divide or subdivide or combine any units.

The Association shall maintain, at its expense, all of the common elements (other than the windows, screens, and doors that serve only one unit and those portions of the plumbing, electrical, heating, and air conditioning systems that serve only one unit) and shall also maintain within a unit, at its expense, the portions that contribute to the support of the building and the utility conduits that serve more than the unit in which they are located.

Article IX

INSURANCE

The Association, through its board of directors, shall purchase fire and casualty insurance for the buildings and improvements of the Condominium and all fixtures and personal

property owned in common by the unit owners and the Association against all insurable risks to the maximum insurable replacement value as determined annually by the insurance carrier, or by the directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the Condominium Property is in a designated flood area as identified by the U.S. Department of Housing and Urban Development (HUD) pursuant to the Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said act, or in an amount equal to the value of the buildings if the value of the buildings is less than the maximum permitted by such act, or in the alternative, such lesser sum as may be approved by the board of directors of the Association and consented to by institutional mortgagees holding a majority of the institutional first mortgages of record encumbering the units of the Condominium.

The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original construction on file with the building department of the governmental agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

If the common elements are damaged or destroyed in excess of fifty (50%) percent of their then value, they shall not be rebuilt if seventy-five (75%) percent of all unit owners elect

not to rebuild, in which event the Condominium shall be terminated and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its board of directors, shall purchase and keep in effect officers' and directors' liability insurance and policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies, insuring the Association and its members against claims and demands made by any person or persons for injuries received in connection with the use, operation or maintenance of the Condominium Property and any property owned or leased by the Association to the extent of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, covering bodily injury, property damage, and personal injury.

Article X

EASEMENTS

Each unit has, and is subject to in favor of all other units, an easement of support, easements for utilities, the location of which shall be determined by the Association, provided that they do not unreasonably interfere with the use of a unit, easements for encroachments by the unit caused by settlement and minor building inaccuracies, and an access easement in favor of the Association for inspection, repairs, and maintenance of the Condominium Property. All unit owners have non-exclusive easements for ingress and egress over the streets, walks, and other rights of way serving the units of the Condominium to provide reasonable access to the public ways.

Article XI

RESTRICTIONS ON TRANSFERS OR SALES OF UNITS

Units may not be transferred or sold, unless or until the transferee or buyer has met with the board of directors or its agent, has read the rules and regulations of the Association, and has signed a written statement by which he agrees to obey those rules.

If a unit owner desires to sell his unit, after he obtains an offer from a third party that is acceptable to him, before he may accept that offer, he must first offer to sell his unit to the Association at the same price and upon the same terms as those of the offer by the third party. If the Association does not accept the offer within ten (10) days after it receives notice of it, the Association's right of first refusal expires as to that offer, and the unit owner may accept the offer of the third party. No unit may be sold without compliance with the provisions of this paragraph, except by judicial sale.

If the transferee of a unit is to be a corporation, trust, partnership or the like, the transferee must designate the authorized occupant of the unit at the time of the transfer. Thereafter, anyone other than the designated authorized occupant and his or her spouse and minor children shall be an occupant in the absence of a unit owner and may not occupy the unit without first obtaining approval from the Association in accordance with the provisions of Article VI.

Any transfer of a unit not authorized in accordance with the provisions of this Declaration shall be void, unless subsequently approved by the board of directors of the Association, who may withhold approval on the sole ground of the failure to obtain prior approval of the transfer. In addition, as a condition of subsequent approval of an unauthorized transfer, the board of directors of the Association may require the transferee to pay a fine not to exceed \$500.

Article XII

AMENDMENT OR TERMINATION

This Declaration may be amended by the approval of a majority of the voting members of this Association. The Condominium may be terminated by the approval of seventy-five (75%) percent of the voting members of the Association.

Article XIII

RIGHTS OF INSTITUTIONAL MORTGAGEES

Notwithstanding any other provision of this Declaration, all banks, savings and loan associations, and insurance companies or their affiliates holding first mortgages of record upon any of the units in the Condominium shall have the following rights:

1. Amendments. No amendment to the Declaration that materially affects the rights of these mortgagees shall be effective without the approval of the affected mortgagees.

2. Assessments. If these mortgagees take title of a unit in the Condominium by foreclosure or deed in lieu of foreclosure, they shall not be liable for assessments against the unit that accrue before title is so obtained.

3. Approval of Transfers. The restrictions set forth in Article XI shall not apply to these mortgagees.

4. Insurance. Casualty insurance benefits paid for damage to the Condominium Property shall be paid jointly to the insured and these mortgagees, if the damaged property was the subject of their mortgages.

Article XIV

THE CONDOMINIUM ACT

Chapter 718, Florida Statutes, (the "Condominium Act"), as amended through the date of the recording of this Declaration, is incorporated into this Declaration by reference, and all provisions of the Condominium Act shall apply to this Condominium, except where inconsistent with this Declaration, the Articles of Incorporation and the Bylaws of the Association. All words used in this Declaration have the meanings and definitions set forth in the Condominium Act, unless otherwise provided herein.

Article XV

RECREATION AREAS AND CENTER

On or about August 30, 1977, the Association obtained title to the recreation area and recreation center area shown on Exhibits B6, B7, and B8, together with the personal property located on and in these recreation areas. The legal descriptions

of these areas are set forth in Exhibit F. Title was obtained by Special Warranty Deed, recorded in O.R. Book 4615, commencing on Page 559, of the Public Records of Pinellas County, Florida, in which the grantor reserved the right to make the use of these recreation areas also available to owners of some lands adjacent to the Condominium. The right to use these facilities was exercised for forty-six (46) units in a new condominium, NEW HAVEN - II, a condominium that has been built on a portion of those adjacent lands. Thereafter, in February, 1982, the grantor and its assignees forfeited their reservation of the right to use the recreation areas for the benefit of the remainder of the adjacent lands. Therefore, unless the Association subsequently makes a new agreement, for valuable consideration, with the grantor or its assignees, by which the use of the recreation areas will again be made available to residents of dwellings on the remainder of the adjacent lands, the use of the recreation areas is now limited to the owners of units in the Condominium and the owners of the forty-six (46) units in NEW HAVEN - II, a condominium, and their guests and lessees, subject to reasonable rules that are adopted from time to time by the board of directors of the Association.

A separate budget shall be prepared annually for the operation and maintenance of the recreation areas. In accordance with the grantor's reservation, the Association shall be responsible for 79.25% of the cost of operating and maintaining the recreation areas, and the owners of the 46 units in NEW HAVEN - II shall be responsible for the other 20.75% of that cost. The Association's share of this cost shall be a common expense of the Association.

To facilitate the operation, maintenance, and regulation of the recreation areas and center, upon the adoption of this Amended and Restated Declaration, the Association shall transfer, by quit claim deed, the recreation areas and center to New Haven Recreation Association, Inc., of which New Haven Condominium Association, Inc., representing the unit owners in this

Condominium, and New Haven Condominium II Association, Inc., representing the forty-six (46) units in NEW HAVEN - II, shall be the only members. Thereafter, New Haven Recreation Association, Inc., shall operate, maintain, and regulate the use of the recreation areas and center. The costs incurred by New Haven Recreation Association, Inc., shall be funded by assessments against New Haven Condominium Association, Inc., and New Haven Condominium II Association, Inc. New Haven Condominium Association, Inc., shall be responsible for 79.25% of these assessments and New Haven Condominium II Association, Inc., shall be responsible for 20.75% of these assessments, unless or until other members are allowed to join New Haven Recreation Association, Inc.

Others may be admitted into the membership of New Haven Recreation Association, Inc., and may be permitted to use the recreation areas and recreation center only with the approval of a majority of the members of New Haven Condominium Association, Inc., and New Haven Condominium II Association, Inc., and on the conditions approved by that majority.

Legal Description

Parcel "B"

A parcel of land being in the East 1/2 of the Northwest 1/4 of Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N01°37'29"E along the North-South centerline of said Section 2, 33.00 feet; thence N88°52'23"W, 684.44 feet to the Point of Beginning #1; thence continue N88°52'23"W, 597.67 feet; thence N01°24'39"E, 1010.00 feet; thence S88°35'21"E, 228.00 feet to a point of curvature; thence 151.24 feet along the arc of a curve to the left, said curve having a radius of 558.57 feet and a central angle of 15°30'50", subtended by a chord of 150.78 feet, chord bearing N83°39'14"E to a point on the curve; thence S01°46'05"W, 759.40 feet; thence S71°17'25"E, 210.00 feet to a point on a curve; thence 28.09 feet along the arc of a curve to the left, said curve having a radius of 1064.32 feet and a central angle of 01°30'46", subtended by a chord of 28.09 feet, chord bearing S08°53'58"E to a point of reverse curvature; thence 179.20 feet along the arc of a curve to the right, said curve having a radius of 1064.32 feet and a central angle of 09°38'47", subtended by a chord of 178.99 feet, chord bearing S04°49'55"E to the Point of Beginning #1. Less the South 7.00 feet thereof for road right of way.

Said Parcel "B" containing 9.764 acres more or less.

TOGETHER WITH:

Parcel "C"

A parcel of land being in the East 1/2 of the Northwest 1/4 of Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N01°37'29"E along the North-South centerline of said Section 2, 33.00 feet; thence N88°52'23"W, 1282.11 feet; thence N01°24'39"E, 1034.00 feet for a Point of Beginning #2; thence continue N01°24'39"E, 1068.80 feet; thence S88°36'58"E, 110.86 feet; thence S50°29'35"E, 256.77 feet; thence N90°00'00"E, 70.21 feet; thence S01°46'05"W, 890.83 feet to a point on a curve; thence 151.58 feet along the arc of a curve to the right, said curve having a radius of 534.57 feet and a central angle of 16°14'48", subtended by a chord of 151.08 feet, chord bearing S83°17'15"W to a point of tangency; thence N88°35'21"W, 228.00 feet to the Point of Beginning #2.

Said Parcel "C" containing 8.696 acres more or less.

TOGETHER WITH:

An ingress-egress easement for this condominium and these recreation areas and all future improvements over a parcel of land being in the East 1/2 of the Northwest 1/4 of Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N88°52'23"W along the East-West centerline of said Section 2, 1281.99 feet; thence N01°24'39"E, 1067.00 feet for a Point of Beginning; thence S88°35'21"E, 228.00 feet to a

EXHIBIT A

point of curvature; thence 182.05 feet along the arc of a curve to the left, said curve having a radius of 534.57 feet and a central angle of $19^{\circ}30'43''$, subtended by a chord of 181.17 feet, chord bearing $N81^{\circ}39'18''E$ to a point of tangency; thence $N71^{\circ}53'56''E$, 85.67 feet to a point of curvature; thence 46.08 feet along the arc of a curve to the right, said curve having a radius of 164.00 feet and a central angle of $16^{\circ}06'01''$, subtended by a chord of 45.93 feet, chord bearing $N79^{\circ}56'57''E$ to a point of tangency; thence $N87^{\circ}59'57''E$, 47.64 feet to a point of curvature; thence 87.60 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet and a central angle of $28^{\circ}40'52''$, subtended by a chord of 86.69 feet, chord bearing $N73^{\circ}39'31''E$ to a point of reverse curvature; thence 29.34 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet and a central angle of $8^{\circ}24'18''$, subtended by a chord of 29.31 feet, chord bearing $N63^{\circ}31'14''E$ to a point on the curve; thence $N01^{\circ}46'05''E$, 27.03 feet; thence $S88^{\circ}35'21''E$, 223.76 feet; thence $N29^{\circ}49'39''E$, 136.56 feet; thence $N01^{\circ}46'05''E$, 179.88 feet; thence $S88^{\circ}13'55''E$, 72.43 feet; thence $S01^{\circ}46'05''W$, 136.87 feet to a point of curvature; thence 90.60 feet along the arc of a curve to the right, said curve having a radius of 185.00 feet and a central angle of $28^{\circ}03'34''$, subtended by a chord of 89.70 feet, chord bearing $S15^{\circ}47'52''W$ to a point of tangency; thence $S29^{\circ}49'39''W$, 249.10 feet to a point of curvature; thence 73.54 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and a central angle of $28^{\circ}05'24''$, subtended by a chord of 72.80 feet, chord bearing $S15^{\circ}46'57''W$ to a point of tangency; thence $S01^{\circ}44'15''W$, 376.78 feet to a point of curvature; thence 230.43 feet along the arc of a curve to the left, said curve having radius 145.00 feet and a central angle of $91^{\circ}03'06''$, subtended by a chord of 206.93 feet, chord bearing $S43^{\circ}47'18''E$ to a point of tangency; thence $S89^{\circ}18'51''E$, 71.10 feet to a point of curvature; thence 36.72 feet along the arc of a curve to the right, said curve having a radius of 55.00 feet and a central angle of $38^{\circ}15'03''$, subtended by a chord of 36.04 feet, chord bearing $S70^{\circ}11'20''E$ to a point of reverse curvature; thence 50.26 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet and a central angle of $38^{\circ}23'39''$, subtended by a chord of 49.32 feet, chord bearing $S70^{\circ}15'38''E$ to a point of reverse curvature; thence 30.38 feet along the arc of a curve to the right, said curve having a radius of 126.39 feet and a central angle of $13^{\circ}46'23''$, subtended by a chord of 30.31 feet, chord bearing $S82^{\circ}34'13''E$ to a point of tangency; thence $S75^{\circ}41'04''E$, 28.51 feet to a point of curvature; thence 4.84 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and a central angle of $11^{\circ}05'35''$, subtended by a chord of 4.83 feet, chord bearing $S81^{\circ}13'52''E$ to a point on the curve; thence $S01^{\circ}37'29''W$, 28.30 feet to a point on a curve; thence 7.27 feet along the arc of a curve to the left, said curve having a radius of 35.00 feet and a central angle of $11^{\circ}54'16''$, subtended by a chord of 7.26 feet, chord bearing $N69^{\circ}43'56''W$ to a point of tangency; thence $N75^{\circ}41'04''W$, 32.32 feet to a point of curvature; thence 49.44 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet and a central angle of $28^{\circ}19'41''$, subtended by a chord of 48.94 feet, chord bearing $N89^{\circ}50'55''W$ to a point of tangency; thence $S75^{\circ}59'15''W$, 16.74 feet to a point of curvature; thence 53.23 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet and a central angle of $30^{\circ}30'00''$, subtended by a chord of 52.61 feet, chord bearing $N88^{\circ}45'45''W$ to a point of tangency; thence $N73^{\circ}30'45''W$, 119.08 feet to a point of curvature; thence 203.57 feet along the arc of a curve to the right, said curve having a radius of 155.00 feet and a central angle of $75^{\circ}15'00''$, subtended by a chord of 189.25 feet, chord bearing $N35^{\circ}53'15''W$, to a point of tangency; thence $N01^{\circ}44'15''E$, 401.78 feet to a point of curvature; thence 85.31 feet along the arc of a curve to the right, said curve having a radius of 174.00 feet and a central angle of $28^{\circ}05'24''$, subtended by a chord of 84.45 feet, chord bearing $N15^{\circ}46'57''E$ to a point of tangency; thence

N29°49'39"E, 36.59 feet to a point of curvature; thence 96.19 feet along the arc of a curve to the left, said curve having a radius of 46.00 feet and a central angle of 119°48'18", subtended by a chord of 79.60 feet, chord bearing N30°04'30"W to a point of tangency; thence N89°58'39"W, 99.46 feet to a point of curvature; thence 94.32 feet along the arc of a curve to the left, said curve having a radius of 176.00 feet and a central angle of 30°42'16", subtended by a chord of 93.19 feet, chord bearing S74°40'13"W to a point of reverse curvature; thence 99.62 feet along the arc of a curve to the right, said curve having a radius of 199.00 feet and a central angle of 28°40'52", subtended by a chord of 98.58 feet, chord bearing S73°39'31"W to a point of tangency; thence S87°59'57"W, 47.64 feet to a point of curvature; thence 39.34 feet along the arc of a curve to the left, said curve having a radius of 140.00 feet and a central angle of 16°06'01", subtended by a chord of 39.21 feet, chord bearing S79°56'56"W to a point of tangency; thence S71°53'56"W, 85.67 feet to a point of curvature; thence 190.22 feet along the arc of a curve to the right, said curve having a radius of 558.57 feet and a central angle of 19°30'43", subtended by a chord of 189.30 feet chord bearing S81°39'18"W to a point of tangency; thence N88°35'21"W, 228.00 feet; thence N01°24'39"E, 24.00 feet to the Point of Beginning.

Said parcel containing 1.889 acres more or less.

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY, that

1. I am a surveyor authorized to practice in the State of Florida.
2. The construction of the improvements comprising the fractional Units and the Recreation Area Property of the New Haven Condominium referred to in the amended and restated Declaration of Condominium dated June 27, 1971, in which this certificate is attached as part of Exhibit A, is substantially complete so that the Exhibits to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and the identification, location and dimensions of the Common Elements and of each Unit can be determined from these materials.
3. This certificate is given in compliance with Section 718.04 (e), Florida Statutes.

Registered Land Surveyor
Florida Certificate No. 2878

Donna B. Piercefield
DAYNE R. PIERCEFIELD

I HEREBY CERTIFY, that the following Plat is in compliance with all provisions of Chapter 177.001 of the Florida Statutes.

Registered Land Surveyor
Florida Certificate No. 2878

Donna B. Piercefield
DAYNE R. PIERCEFIELD

DECLARATION REGARDING THE INGRESS AND EGRESS EASEMENT

Said ingress and egress easement is reserved for the use of the unit owners of New Haven Condominium and other owners and residents of the Future Development Parcels. Said ingress and egress easement is further reserved for use by all public utilities for the construction and maintenance of their respective facilities.

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 197
Lutz, Florida
33549

EXHIBIT B-1

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

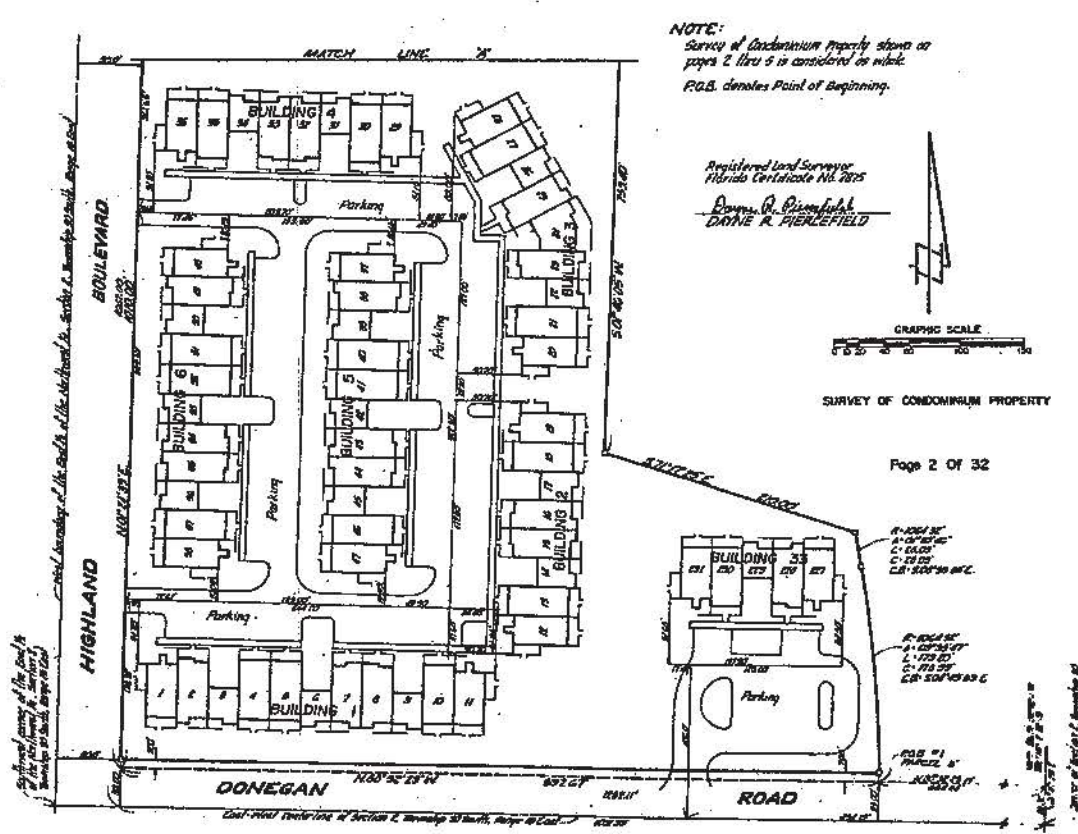


EXHIBIT B-2

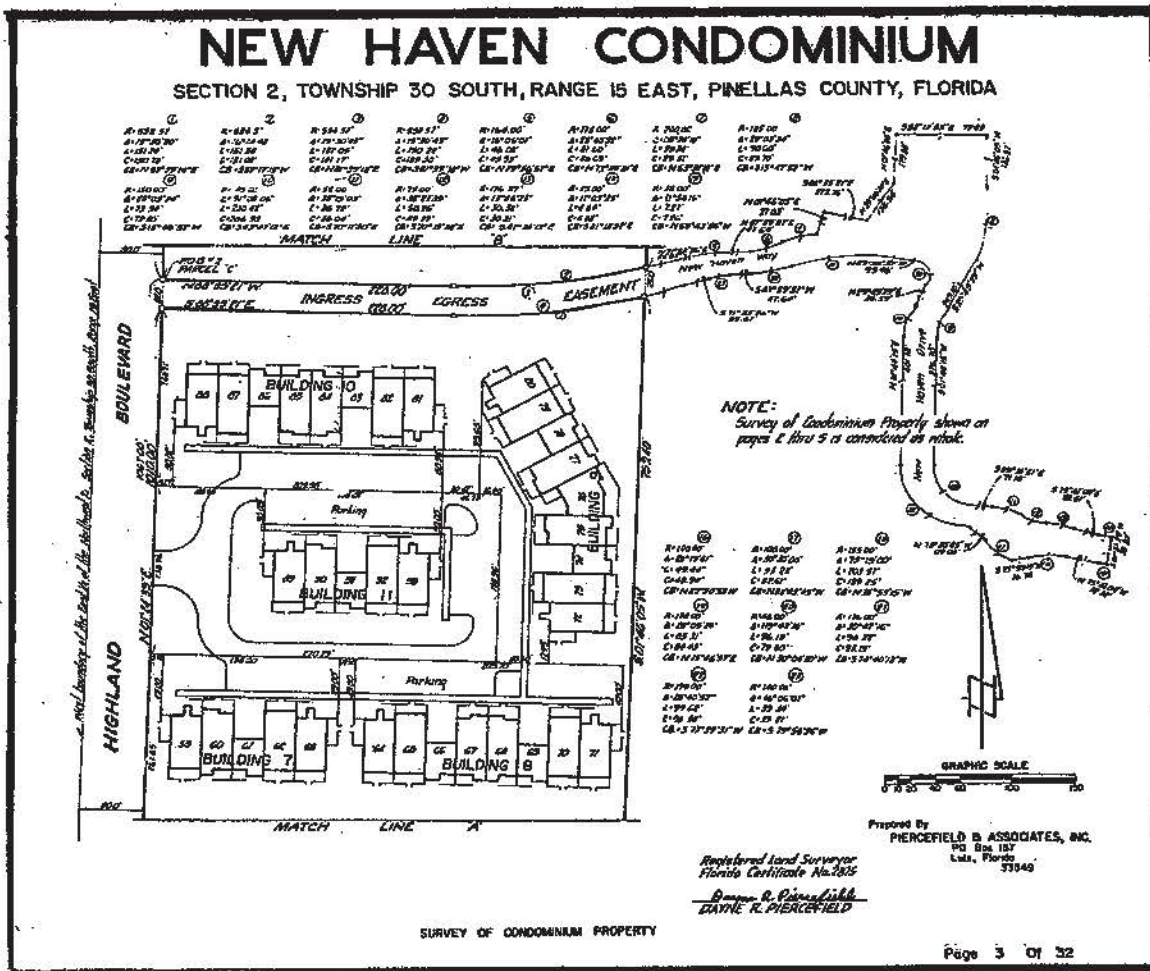


EXHIBIT B-3

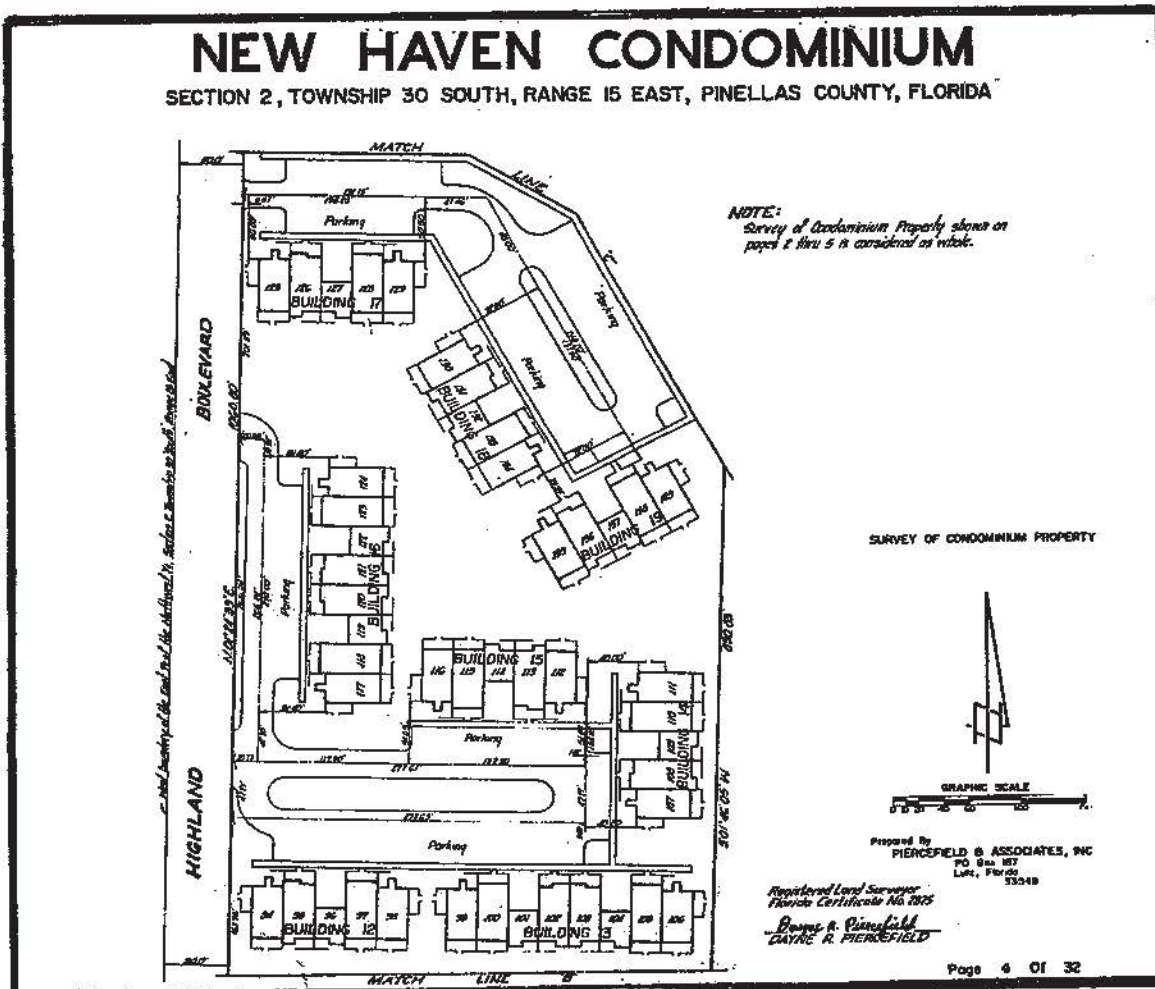
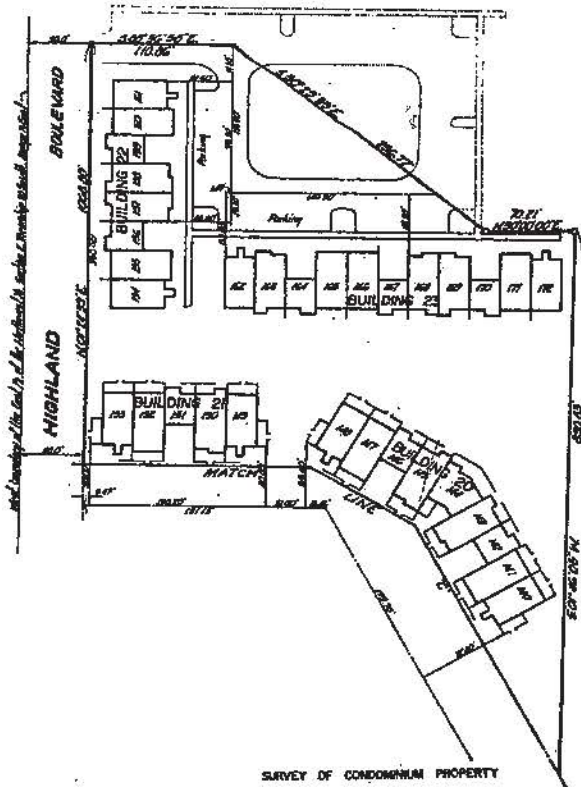


EXHIBIT B-4

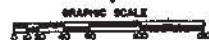
NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



NOTE: Survey of Condominium Property shown on pages 1 thru 6 is considered as correct.

Registered Land Surveyor
Florida Certificate No. 2825
Dwayne R. Piercefield
DARNE R. PIERCEFIELD



Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 387
Lutz, Florida
33549

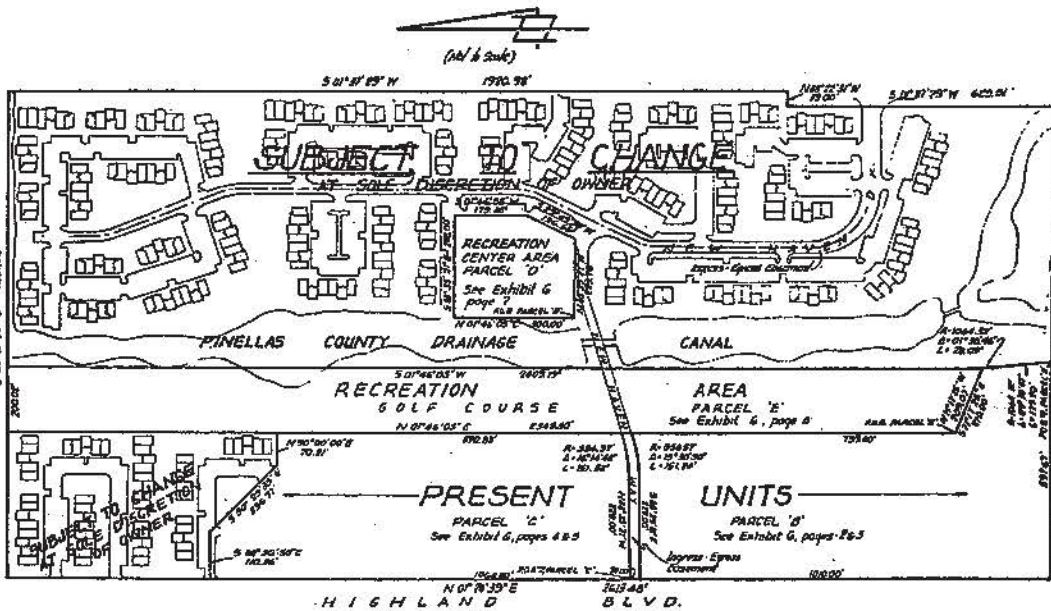
SURVEY OF CONDOMINIUM PROPERTY

Page 5 of 32

EXHIBIT B-5

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



NOTE:
The Future Development Parcel is now shown as Parcel C, D, E, F, G, H.

Registered Land Surveyor
Florida Certificate No. 2825
Dwayne R. Piercefield
DARNE R. PIERCEFIELD

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 387
Lutz, Florida
33549

PLOT PLAN AND SURVEY OF FUTURE DEVELOPMENT PARCEL (PLOT PLAN SUBJECT TO CHANGE)

Page 6 of 32

EXHIBIT B-6

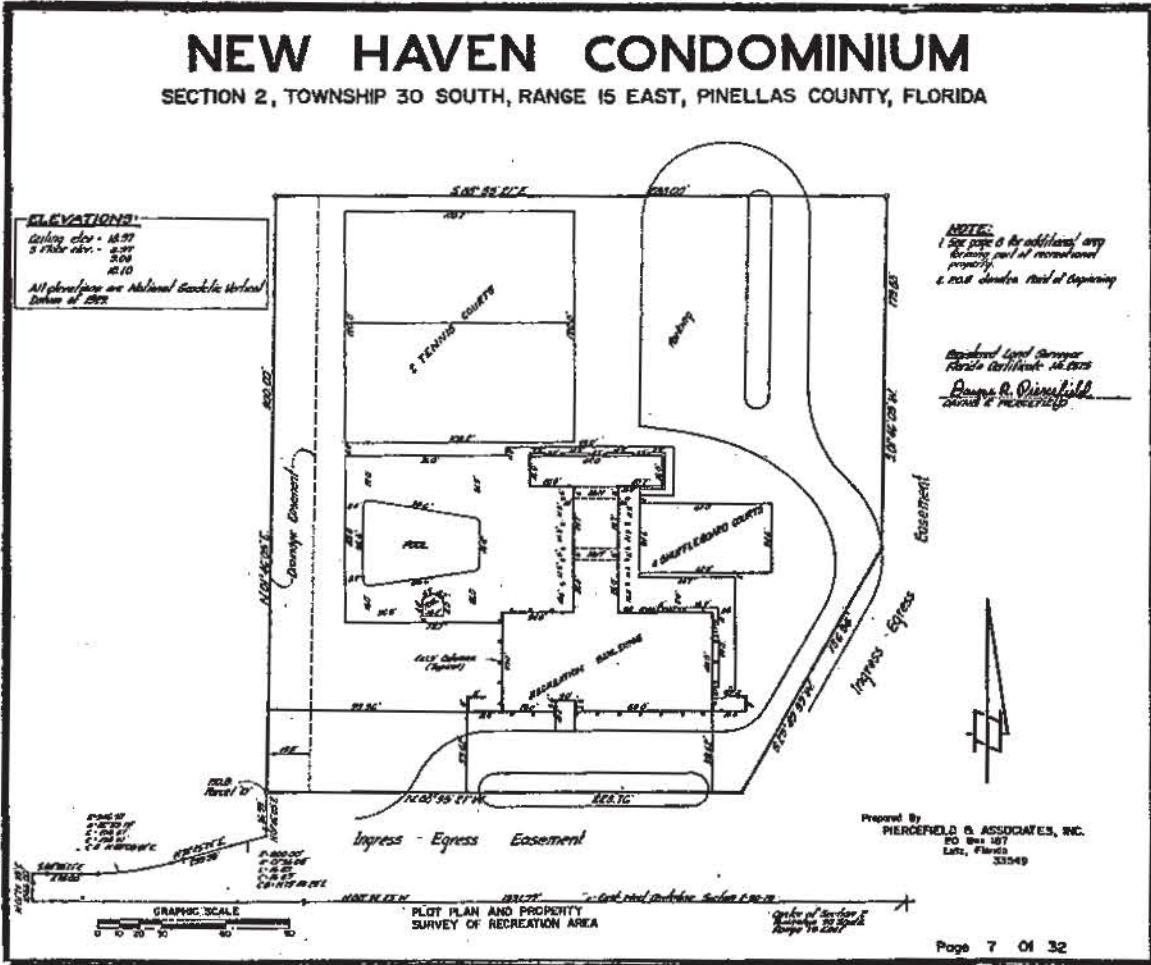


EXHIBIT B-7

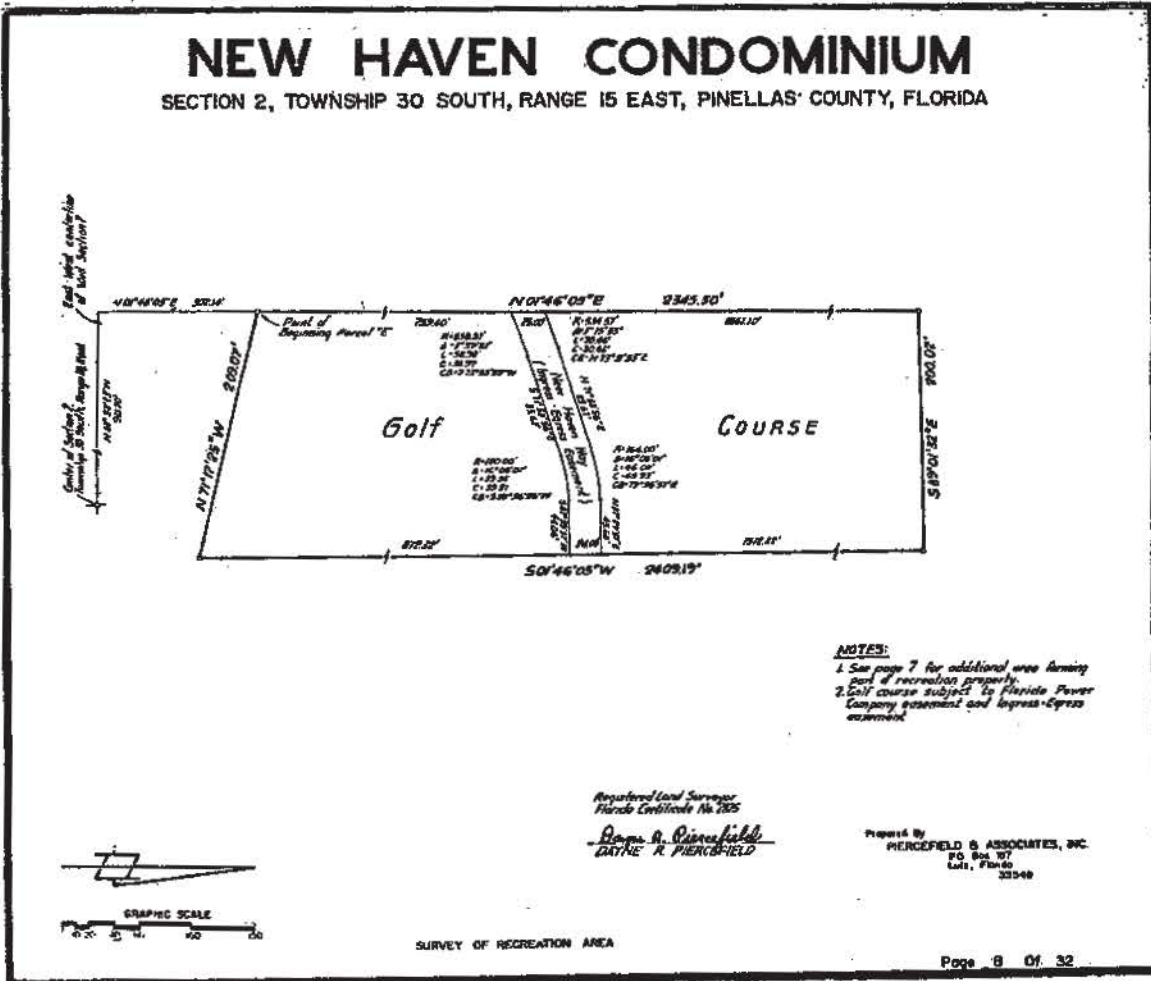


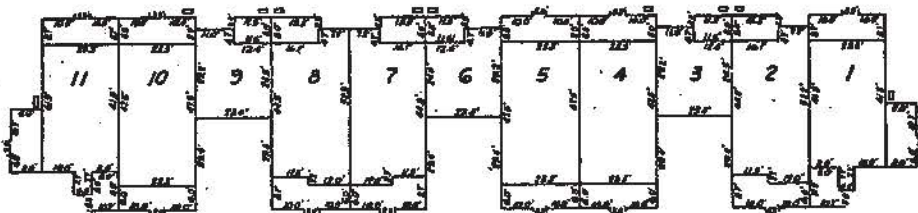
EXHIBIT B-8

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 1

ELEVATIONS:
 Ceiling elev. 12.94
 Floor elev. 9.99
 All elevations are National Geodetic Vertical Datum
 of 1989



CERTIFICATION:

I hereby certify that on June 27, 1997, I completed a survey of New Haven Condominium, Building One, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 4.67 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
 Florida Certificate No. 2875

Dwayne R. Piercefield
 DWAYNE R. PIERCEFIELD

Prepared by
 PIERCEFIELD & ASSOCIATES, INC.
 P.O. Box 407
 Lutz, Florida
 33548



PLAN IDENTIFYING UNITS

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EXHIBIT B-9

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 2

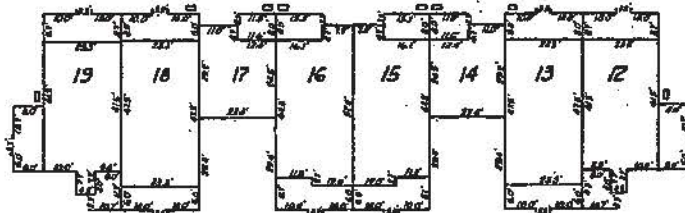
CERTIFICATION:

I hereby certify that on June 27, 1997, I completed a survey of New Haven Condominium, Building Two, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 4.67 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
 Florida Certificate No. 2875

Dwayne R. Piercefield
 DWAYNE R. PIERCEFIELD

Prepared by
 PIERCEFIELD & ASSOCIATES, INC.
 P.O. Box 407
 Lutz, Florida
 33548



ELEVATIONS:
 Ceiling elev. 12.10
 Floor elev. 9.09
 All elevations are National Geodetic Vertical Datum
 of 1989



PLAN IDENTIFYING UNITS

Page 10 Of 32

EXHIBIT B-10

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

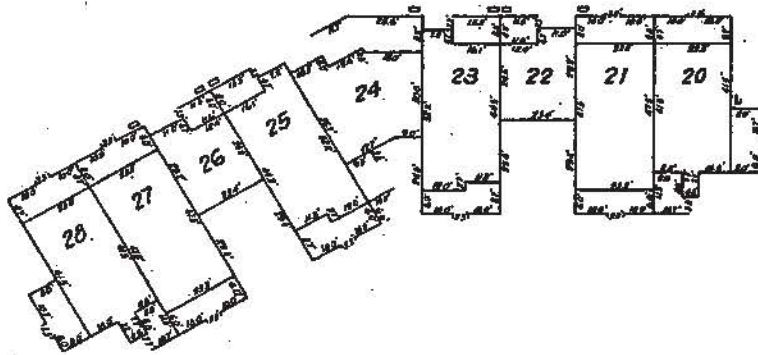
BUILDING 3

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Three, in accordance with the map. All dimensions refer to inside dimensions of each apartment. All boundary walls are concrete slabs and are 6 1/2 inch thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2825

Wayne A. Piercefield
WAYNE A. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.03
Floor elev. 9.79
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33548



PLAN IDENTIFYING UNITS

Page 11 Of 32

EXHIBIT B-11

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

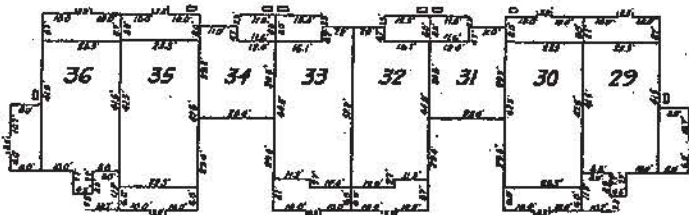
BUILDING 4

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Four, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are concrete slabs and are 6 1/2 inch thick. Elevations of floors and ceilings are shown.

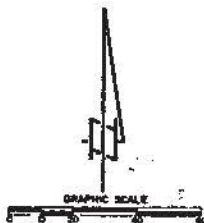
Registered Land Surveyor
Florida Certificate No. 2825

Wayne A. Piercefield
WAYNE A. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.45
Floor elev. 9.60
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
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P.O. Box 187
Lutz, Florida
33548



PLAN IDENTIFYING UNITS

Page 12 Of 32

EXHIBIT B-12

NEW HAVEN CONDOMINIUM

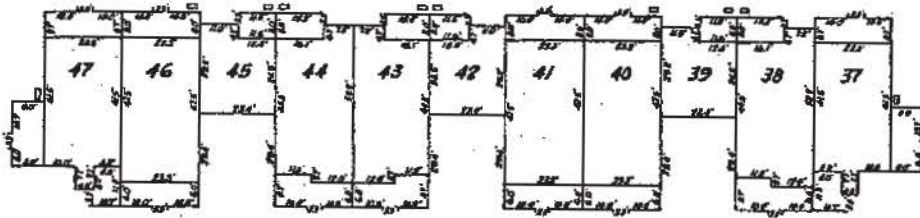
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
BUILDING 5

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Five, in accordance with the map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2" thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2815

Donna B. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.55
Floor elev. 9.63
All elevations are National Geodetic Vertical Datum of 1929



PLAN IDENTIFYING UNITS

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PO Box 187
Lutz, Florida
33549

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EXHIBIT B-13

NEW HAVEN CONDOMINIUM

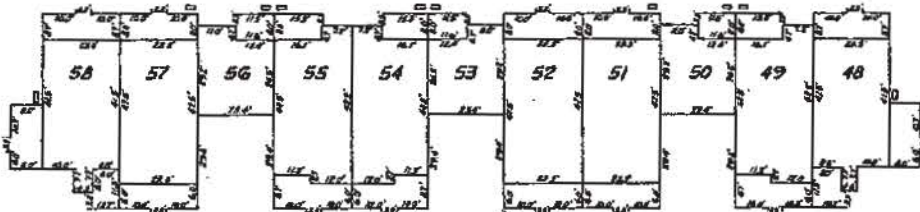
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
BUILDING 6

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Six, in accordance with the map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2" thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2815

Donna B. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.02
Floor elev. 10.03
All elevations are National Geodetic Vertical Datum of 1929



PLAN IDENTIFYING UNITS

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
PO Box 187
Lutz, Florida
33549

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EXHIBIT B-14

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

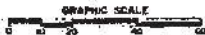
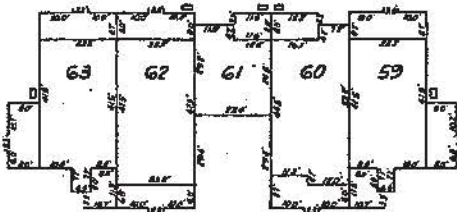
BUILDING 7

CERTIFICATION:

I hereby certify that on June 22, 1977, I completed a survey of New Haven Condominium, Building 7, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are outlined thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 7875

Wayne R. Piercefield
WAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12'0"
Floor elev. 5'11"
All elevations are National Geodetic Vertical Datum of 1929.

PLAN IDENTIFYING UNITS

Prepared by
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P.O. Box 187
Lutz, Florida
33549

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EXHIBIT B-15

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

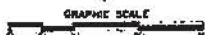
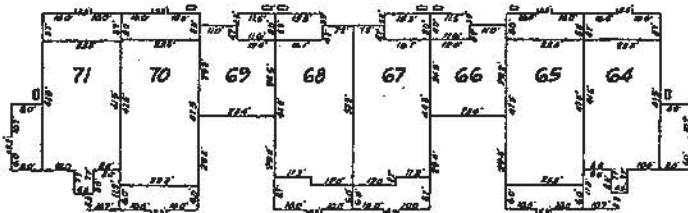
BUILDING B

CERTIFICATION:

I hereby certify that on June 22, 1977, I completed a survey of New Haven Condominium, Building B, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are outlined thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 7875

Wayne R. Piercefield
WAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 11'0"
Floor elev. 5'06"
All elevations are National Geodetic Vertical Datum of 1929.

PLAN IDENTIFYING UNITS

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33549

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EXHIBIT B-16

NEW HAVEN CONDOMINIUM

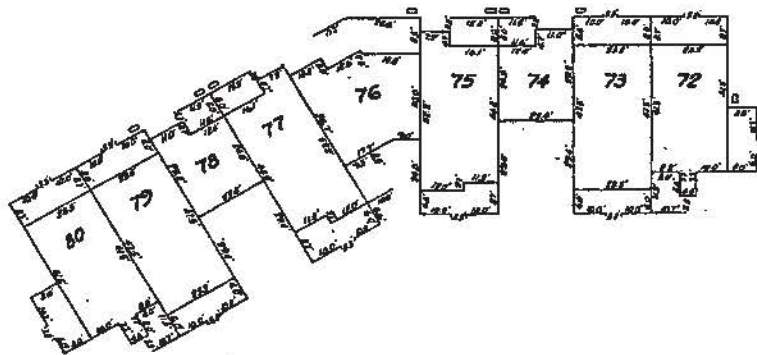
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 9

CERTIFICATION:

I hereby certify that on June 17, 1977, I completed a survey of New Haven Condominium, Building Nine, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are described their elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2875
Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 16.82
Floor elev. 8.86
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33544



PLAN IDENTIFYING UNITS

Page 17 Of 32

EXHIBIT B-17

NEW HAVEN CONDOMINIUM

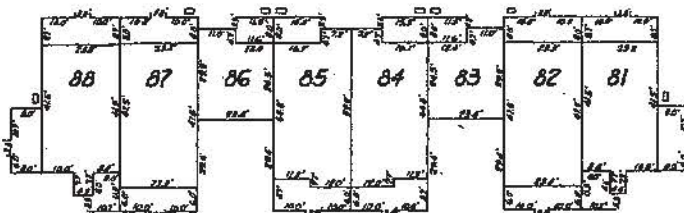
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 10

CERTIFICATION:

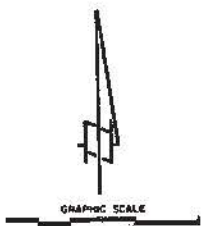
I hereby certify that on June 17, 1977, I completed a survey of New Haven Condominium, Building Ten, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are described their elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2875
Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 17.38
Floor elev. 2.43
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33544



PLAN IDENTIFYING UNITS

Page 18 Of 32

EXHIBIT B-18

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

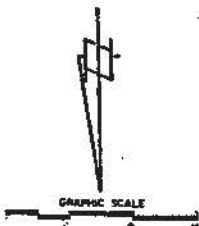
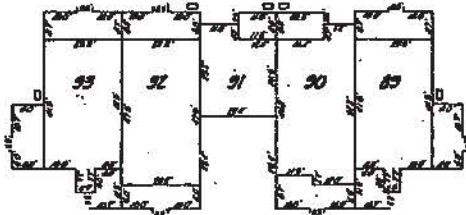
BUILDING 11

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building 11, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2825

Douglas A. Piercefield
DAVID R. PIERCEFIELD



PLAN IDENTIFYING UNITS

ELEVATIONS:
Ceiling elev. 12.35
Floor elev. 9.36
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 167
Lutz, Florida
33549

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EXHIBIT B-19

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

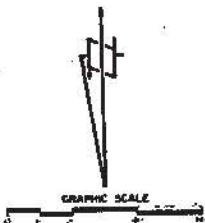
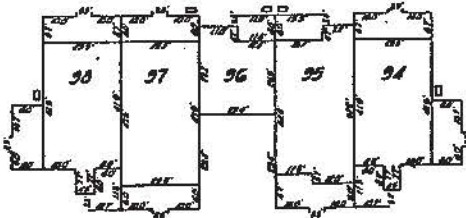
BUILDING 12

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building 12, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2825

Douglas A. Piercefield
DAVID R. PIERCEFIELD



PLAN IDENTIFYING UNITS

ELEVATIONS:
Ceiling elev. 12.46
Floor elev. 9.45
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 167
Lutz, Florida
33549

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EXHIBIT B-20

NEW HAVEN CONDOMINIUM

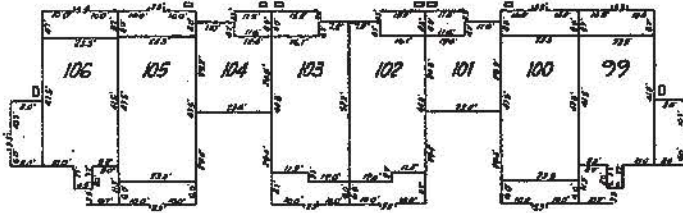
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 13

CERTIFICATION:

I hereby certify that on June 17, 1977, I completed a survey of New Haven Condominium Building 13, in accordance with the map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are six feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 1005
Wayne R. Piercefield
WAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 8.79
Floor elev. 8.88
All elevations are National Geodetic Vertical Datum of 1929

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33549



PLAN IDENTIFYING UNITS

Page 21 of 32

EXHIBIT B-21

NEW HAVEN CONDOMINIUM

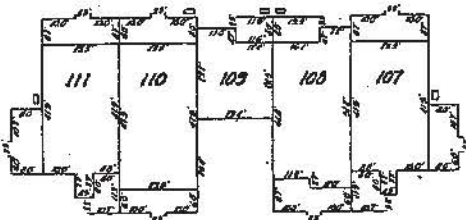
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 14

CERTIFICATION:

I hereby certify that on June 17, 1977, I completed a survey of New Haven Condominium Building 14, in accordance with the map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are six feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 1005
Wayne R. Piercefield
WAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 16.86
Floor elev. 8.90
All elevations are National Geodetic Vertical Datum of 1929

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33549



GRAPHIC SCALE

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EXHIBIT B-22

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

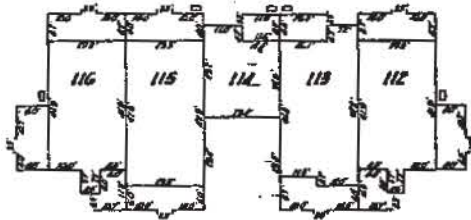
BUILDING 15

CERTIFICATION:

I hereby certify that on June 27, 1972, I completed a survey of New Haven Condominium, Building Fifteen, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2" thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2225

Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 12.25

Floor elev. 9.22

All elevations are National Geodetic Vertical Datum
of 1929

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
PO Box 587
Lutz, Florida
33549



GRAPHIC SCALE

PLAN IDENTIFYING UNITS

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EXHIBIT B-23

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

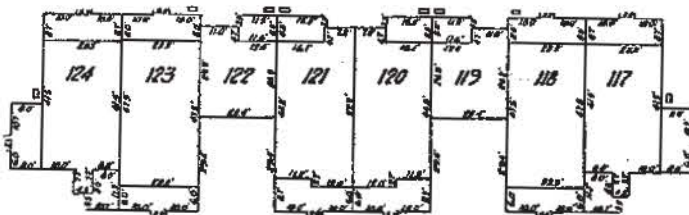
BUILDING 16

CERTIFICATION:

I hereby certify that on June 27, 1972, I completed a survey of New Haven Condominium, Building Sixteen, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6 1/2" thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2225

Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 12.69

Floor elev. 9.21

All elevations are National Geodetic Vertical Datum
of 1929

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PLAN IDENTIFYING UNITS

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EXHIBIT B-24

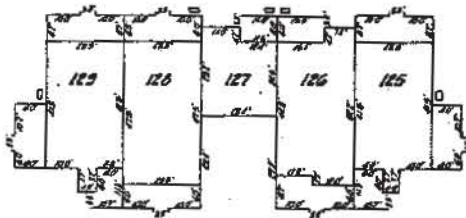
NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 17

CERTIFICATION:
 I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building 17, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6.00 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
 Florida Certificate No. 1005
Dayne R. Piercefield
 DAYNE R. PIERCEFIELD



ELEVATIONS:
 Ceiling elev. 12.31
 Floor elev. 9.35
 All elevations are National Geodetic Vertical Datum of 1929

Prepared by
 PIERCEFIELD & ASSOCIATES, INC.
 P.O. Box 87
 Lutz, Florida
 33548



PLAN IDENTIFYING UNITS

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EXHIBIT B-25

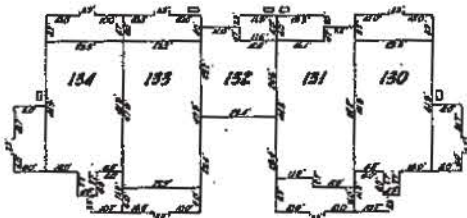
NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 18

CERTIFICATION:
 I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building 18, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6.00 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
 Florida Certificate No. 1005
Dayne R. Piercefield
 DAYNE R. PIERCEFIELD



ELEVATIONS:
 Ceiling elev. 12.31
 Floor elev. 9.35
 All elevations are National Geodetic Vertical Datum of 1929

Prepared by
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 P.O. Box 87
 Lutz, Florida
 33548



PLAN IDENTIFYING UNITS

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EXHIBIT B-26

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

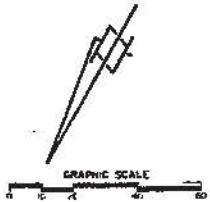
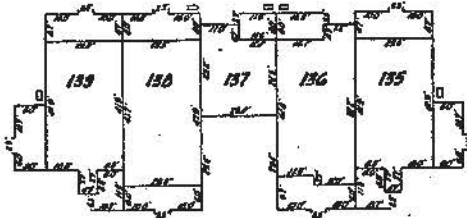
BUILDING 19

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium Building No. 19, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 0.67 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 9815

Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.56
Floor elev. 9.56
All elevations are National Geodetic Vertical Datum
01 1975

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
P.O. Box 187
Lutz, Florida
33542

PLAN IDENTIFYING UNITS

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EXHIBIT B-27

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

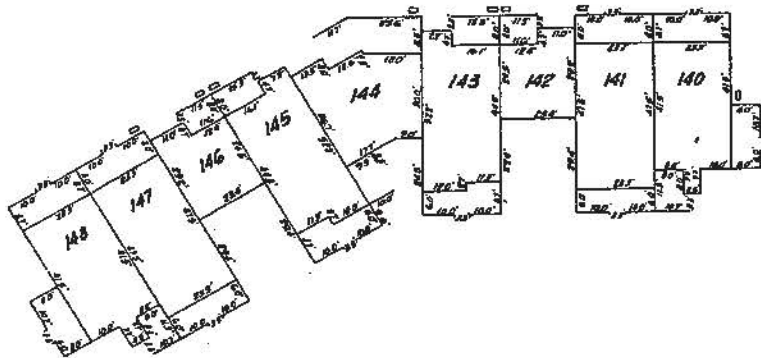
BUILDING 20

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium Building No. 20, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 0.67 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2805

Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:
Ceiling elev. 12.38
Floor elev. 9.38
All elevations are National Geodetic Vertical Datum
01 1975

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P.O. Box 187
Lutz, Florida
33549

PLAN IDENTIFYING UNITS

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EXHIBIT B-28

NEW HAVEN CONDOMINIUM

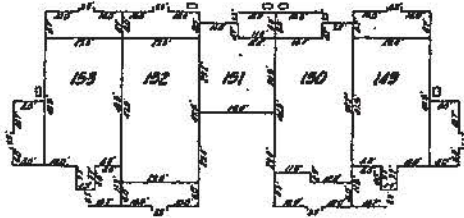
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 21

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Twenty One, in accordance with this map. All dimensions refer to inside dimension of each apartment. All boundary walls are common elements and are 6.67 feet thick. Elevation of floors and ceilings are shown.

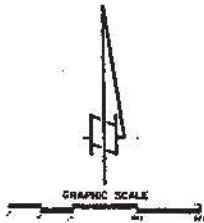
Registered Land Surveyor
Florida Certificate No. 2825
Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 12.70
Floor elev. 9.29
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
PO Box 107
Lutz, Florida
33549



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EXHIBIT B-29

NEW HAVEN CONDOMINIUM

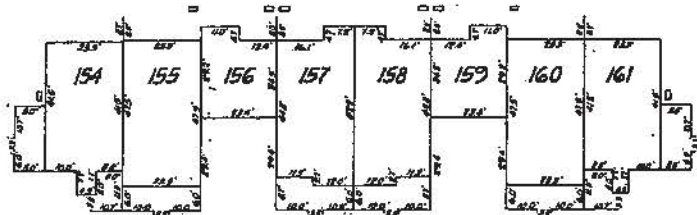
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 22

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Twenty Two, in accordance with this map. All dimensions refer to inside dimension of each apartment. All boundary walls are common elements and are 6.67 feet thick. Elevation of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2825
Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev. 12.68
Floor elev. 9.66
All elevations are National Geodetic Vertical Datum of 1929

Prepared By
PIERCEFIELD & ASSOCIATES, INC.
PO Box 107
Lutz, Florida
33549



PLAN IDENTIFYING UNITS

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EXHIBIT B-30

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

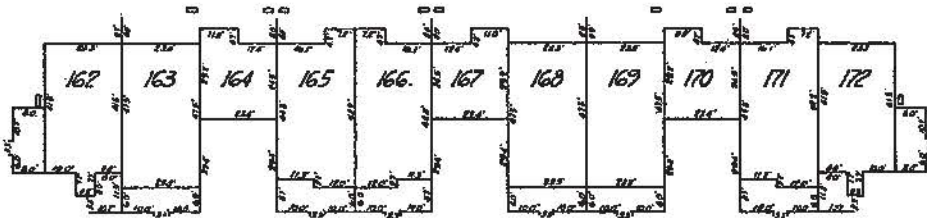
BUILDING 23

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Twenty Three, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6.07 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2882

Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev 1182
Floor elev 982
All elevations are National Geodetic Vertical Datum
of 1929

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
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Lutz, Florida
33549



PLAN IDENTIFYING UNITS

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EXHIBIT B-31

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

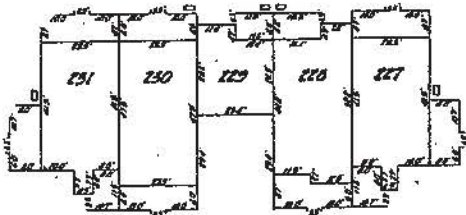
BUILDING 33

CERTIFICATION:

I hereby certify that on June 27, 1977, I completed a survey of New Haven Condominium, Building Thirty Three, in accordance with this map. All dimensions refer to inside dimensions of each apartment. All boundary walls are common elements and are 6.07 feet thick. Elevations of floors and ceilings are shown.

Registered Land Surveyor
Florida Certificate No. 2875

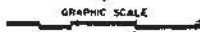
Dayne R. Piercefield
DAYNE R. PIERCEFIELD



ELEVATIONS:

Ceiling elev 1017
Floor elev 1017
All elevations are National Geodetic Vertical Datum
of 1929

Prepared by
PIERCEFIELD & ASSOCIATES, INC.
PO Box 187
Lutz, Florida
33549



PLAN IDENTIFYING UNITS

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EXHIBIT B-32

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

This instrument constitutes the Articles of Incorporation of NEW HAVEN CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation under Florida Statutes, Chapter 617.

ARTICLE I

Name

The name of the corporation shall be NEW HAVEN CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide the entity required by the Florida Condominium Act (the "Condominium Act") for the operation of NEW HAVEN CONDOMINIUM, hereinafter referred to as the "Condominium."

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions:

SECTION 1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

SECTION 2. The Association shall also have all of the powers and duties set forth in the Condominium Act, and those set forth in these Articles and the Declaration of Condominium for NEW HAVEN CONDOMINIUM, hereinafter referred to as the "Declaration," and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration,

EXHIBIT C

as such may be amended from time to time, including, but not limited to, the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the Condominium and to pay the common expenses.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair and replace the Condominium Property. This also includes the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or at any time for making emergency repairs necessary to prevent damage to the common elements or to another unit.

d. To purchase insurance upon the Condominium Property and property owned by the Association and insurance for the protection of the Association and its members.

e. To reconstruct improvements after casualty and to further improve the Condominium Property.

f. To make and amend reasonable rules and regulations respecting the use of the Condominium Property.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the bylaws of the Association, hereinafter referred to as the "Bylaws," and the regulations adopted by the Association or the board of directors of the Association for the use of the Condominium Property.

h. To contract for the management and maintenance of the Condominium.

i. To employ personnel to perform the services required for proper operation of the Condominium.

j. To acquire by purchase, or otherwise, condominium parcels of the Condominium.

k. To approve or disapprove the leasing of units as may be provided by the Declaration or the Bylaws.

SECTION 3. All funds and the titles of all properties acquired by the Association shall be held in trust for the

members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE IV

Members

SECTION 1. Every person or entity owning a unit in the Condominium is a member of the Association; membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

SECTION 3. The owner, or owners, collectively, of each unit shall be entitled to one (1) vote. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE V

Directors

SECTION 1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws.

SECTION 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

SECTION 3. The names and addresses of the present members of the board of directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

_____	_____
_____	_____
_____	_____

ARTICLE VI

Officers

The affairs of the Association shall be administered by a president, a vice president, a secretary, a treasurer and such

other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the present officers who shall serve until their successors are designated are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE VII

Indemnification

The Association shall, and does hereby, indemnify, including reimbursement of cost of defense, any person for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association to the full extent allowed by law.

ARTICLE VIII

Bylaws

The Bylaws shall be made, altered or rescinded by the approval of a majority of the voting members of the Association.

ARTICLE IX

Amendments

Amendments to the Articles, not inconsistent with the Condominium Act or the Declaration, may be proposed by the board of directors or by five voting members of the Association, and may be adopted by the affirmative vote of a majority of the voting members of the Association.

ARTICLE X

Term

The term for which this corporation shall exist is perpetual.

AMENDED AND RESTATED

BYLAWS

OF

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I

Identity

SECTION 1. These are the bylaws of NEW HAVEN CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association," a corporation not for profit organized under the laws of the State of Florida, the articles of incorporation of which were filed in the office of the Secretary of State on or about June 30, 1977 (the "Articles"). The Association has been organized for the purpose of administering NEW HAVEN CONDOMINIUM, hereinafter referred to as the "Condominium," pursuant to the Florida Condominium Act (the "Condominium Act").

SECTION 2. The office of the Association shall be at 1400 New Haven Drive, Largo, Florida, or such other place as may be designated by the Board of Directors from time to time.

ARTICLE II

The Association

SECTION 1. Meetings. Meetings of the membership of the Association shall be held annually; such meetings shall be not later than the second week of January of each year unless otherwise determined by a majority of the board of directors.

Special meetings of the membership may be called by the president of the Association, and shall be called by the president or secretary of the Association at the request in writing of a majority of the board of directors, or at the request in writing of ten percent (10%) of the unit owners. Such requests shall state the purpose or purposes of the proposed meeting.

SECTION 2. Notice of Meetings. It shall be the duty of the secretary to post a notice of each annual or special meeting in a conspicuous place on the Condominium property at least two weeks before the meeting, and to mail a notice of such meeting, stating the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address at least two weeks before the meeting. Notice of a meeting may be waived by a unit owner, and attendance at a meeting shall constitute a waiver of notice of the time and place of the meeting. Notwithstanding the foregoing, unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

SECTION 3. Quorum. The presence in person or by proxy of unit owners representing one-third of the units in the Condominium shall constitute a quorum, except as otherwise specifically required. If a meeting is called at which a quorum is not present, a majority of the members present may adjourn the

EXHIBIT D

meeting from time to time, without additional notice other than the announcement at the meeting, until a quorum is present.

SECTION 4. Voting. The vote of a majority of the voting members of the Association represented at a meeting at which a quorum is present shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the Declaration of Condominium of this Condominium (the "Declaration") or of the Articles, or of these bylaws (the "Bylaws"), a different vote is required, in which case, such express provision shall govern and control.

SECTION 5. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be signed by the member or his attorney-in-fact. Such proxy is effective only for the meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the meeting for which it was given. Such proxy is revocable at any time by the unit owner executing it.

SECTION 6. Inspectors of Election. The board of directors, before the annual meeting of the membership shall appoint one or more Inspectors of Election to act at the annual meeting and any adjournment of it. If appointed, Inspectors of Election shall take charge of the polls and, when the vote is completed, shall execute a certificate of the results of the vote taken and such other facts as may be required by law or the Declaration.

ARTICLE III

Board of Directors

SECTION 1. Number. The number of directors that shall constitute the board shall not be less than five (5), and presently is five (5). The number of directors may be increased by the unanimous vote of the board of directors, or a majority of the voting members of the Association.

SECTION 2. Directors - Election. Directors shall be elected by a plurality of the votes cast at the annual meeting of the Association. At an election of directors, each member entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled.

A nominating committee of five members shall be appointed by the board of directors not less than thirty (30) days before the annual meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting and other nominations may be made at the meeting from the floor.

SECTION 3. Removal and Resignation of Directors. Any member of the board of directors may be removed from office with or without cause by the vote of a majority of the voting members of the Association, and may resign by submitting a written resignation to the board of directors.

SECTION 4. Filling Vacancies. Vacancies in the board of directors occurring between annual meetings of the members shall be filled by the election of new directors by the remaining directors, even though such remaining directors may constitute less than a quorum.

SECTION 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

SECTION 6. Powers and Duties. The board of directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the board of directors by the Declaration, the Articles, the Condominium Act, or the Bylaws. The powers of the board shall include, but shall not be limited to, the following:

a. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units.

b. To adopt and collect assessments to fund the annual budget and additional assessments as may become necessary from time to time to operate the Association, pay the obligations of the Association, or maintain or replace the Condominium Property; however, the board of directors may not assess for any expenditure to acquire property or equipment (other than replacements) in excess of \$1,000, without first obtaining the approval of a majority of the members present, in person or by proxy, at the annual meeting or any meeting called for that purpose.

c. To determine who will act as legal counsel for the Association, whenever necessary.

d. To determine the depository for the funds of the Association.

e. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and to set the salaries of said personnel.

f. To approve or disapprove proposed leases of units.

g. To adopt reasonable rules that govern the use of the common elements of the Condominium and any recreation facilities or common areas owned by the Association, and to enforce those rules and any that are set forth in the Declaration. The rules may be enforced by the imposition of fines, not to exceed \$500.00 for each violation, and the fines may be collected in the same manner as assessments, including liens and awards of attorney's fees.

SECTION 7. Management Agent. The board of directors shall have the power and authority to contract with a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. Provided, however, that the Association and its officers shall retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

SECTION 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid for a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the board of directors before the services are undertaken.

SECTION 9. Meetings. Any unit owner may attend and listen to meetings of the board of directors, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance, except in an emergency.

If assessments will be considered by the board of directors at a meeting, the notice of that meeting must describe the nature of the proposed assessment. Notice of the meeting of the board of directors at which the annual budget will be considered shall be mailed to each member of record, at least thirty (30) days before the meeting, and the notice shall include a copy of the proposed budget. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year, and notice thereof shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Special meetings of the directors may be called by the president on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or the secretary, in like manner and on like notice, on the written request of at least (2) directors.

SECTION 10. Waiver of Notice. A director may, in writing, waive notice of a meeting of the board of directors, and attendance at such meeting shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors, unless otherwise provided herein, or in the Articles or the Declaration.

SECTION 12. Fidelity Bonds. The board of directors shall require that all officers or directors of the Association who control or disburse Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount approved by the board of directors, but not less than 10,000 for each officer or director bonded.

ARTICLE IV

Budget and Assessments

SECTION 1. The annual budget of the Association shall be adopted by the board of directors, subject to the right of the unit owners provided by the Condominium Act to call a special meeting to consider and enact a budget in the case of an adopted budget requiring assessment against the unit owners in an amount exceeding one hundred and fifteen percent (115%) of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year.

SECTION 2. The board of directors, or the management agent employed pursuant to these Bylaws, shall collect the assessments against unit owners. Monthly installments of the annual assessments shall be due and payable in advance on the first (1st) day of each month of the period for which assessed. Failure to pay assessments when due subjects unit owners to the penalties set forth in the Declaration.

SECTION 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by

means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. By majority vote of the members present at a duly called meeting of the Association, all or a portion of the reserves may be omitted from the budget.

ARTICLE V

Officers

SECTION 1. Designation of Officers. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer, all of whom shall be elected by the board of directors. The board of directors may also elect additional vice-presidents, an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be desirable.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board, and shall hold office at the pleasure of the board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association, and he shall be a member of the board of directors. He shall have all of the general powers and duties that are usually vested in the office of the president of an association.

SECTION 5. Vice-President. The vice-president shall exercise the powers and perform the duties of president in the absence or disability of the president. He shall also assist the president and exercise such other powers and perform such duties incident to the office of vice-president as may be required by the directors or the president.

SECTION 6. Secretary. The secretary shall keep the minutes of all meetings of the board of directors and of all meetings of the Association. Such minutes shall be available for inspection to all members of the Association, and shall be retained for a period of not less than seven (7) years. The secretary shall also have charge of such books and papers as the board of directors may direct, and shall perform all the duties normally incident to the office of the secretary of an association.

SECTION 7. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

ARTICLE VI

Amendments to the Bylaws

Unless otherwise provided in the Condominium Act, the Declaration, or the Articles, these Bylaws may be amended by

resolution adopted by a majority of the voting members of the Association.

The foregoing were adopted as the Bylaws of the Association by its board of directors on this _____ day of _____, 1983.

By: _____, Secretary

The foregoing were adopted as the Bylaws of the Association
by its board of directors on this _____ day of _____,
1983.

NEW HAVEN CONDOMINIUM
ASSOCIATION, INC. a Florida
corporation not for profit

By: _____
Isabell Chaput, Secretary

CO6.9-02084

UNIT AREAS
AND
UNDIVIDED SHARES OF COMMON ELEMENTS

<u>BLDG #</u>	<u>UNIT #</u>	<u>UNIT AREAS (Square feet - rounded to near- est ten sq. ft.)</u>	<u>UNDIVIDED SHARE OF COMMON ELEMENTS (Percentage)</u>
1	1	1,000	.5840
	2	1,110	.6482
	3	630	.3679
	4	1,110	.6482
	5	1,110	.6482
	6	630	.3679
	7	1,110	.6482
	8	1,110	.6482
	9	630	.3679
	10	1,110	.6482
	11	1,000	.5840
2	12	1,000	.5840
	13	1,110	.6482
	14	630	.3679
	15	1,110	.6482
	16	1,110	.6482
	17	630	.3679
	18	1,110	.6482
	19	1,000	.5840
3	20	1,000	.5840
	21	1,110	.6482
	22	630	.3679
	23	1,110	.6482
	24	1,180	.6891
	25	1,110	.6482
	26	630	.3679
	27	1,110	.6482
	28	1,000	.5840
4	29	1,000	.5840
	30	1,110	.6482
	31	630	.3679
	32	1,110	.6482
	33	1,110	.6482
	34	630	.3679
	35	1,110	.6482
	36	1,000	.5840
5	37	1,000	.5840
	38	1,110	.6482
	39	630	.3679
	40	1,110	.6482
	41	1,110	.6482
	42	630	.3679
	43	1,110	.6482
	44	1,110	.6482
	45	630	.3679
	46	1,110	.6482
	47	1,000	.5840
6	48	1,000	.5840
	49	1,110	.6482
	50	630	.3679
	51	1,110	.6482
	52	1,110	.6482
	53	630	.3679
	54	1,110	.6482
	55	1,110	.6482
	56	630	.3679
	57	1,110	.6482
	58	1,000	.5840

EXHIBIT E

<u>BLDG #</u>	<u>UNIT #</u>	<u>UNIT AREAS</u>	<u>UNDIVIDED SHARE OF COMMON ELEMENTS</u>
7	59	1,000	.5840
	60	1,110	.6482
	61	630	.3679
	62	1,110	.6482
	63	1,000	.5840
8	64	1,000	.5840
	65	1,110	.6482
	66	630	.3679
	67	1,110	.6482
	68	1,110	.6482
	69	630	.3679
	70	1,110	.6482
	71	1,000	.5840
9	72	1,000	.5840
	73	1,110	.6482
	74	630	.3679
	75	1,110	.6482
	76	1,180	.6891
	77	1,110	.6482
	78	630	.3679
	79	1,110	.6482
	80	1,000	.5840
10	81	1,000	.5840
	82	1,110	.6482
	83	630	.3679
	84	1,110	.6482
	85	1,110	.6482
	86	630	.3679
	87	1,110	.6482
	88	1,000	.5840
11	89	1,000	.5840
	90	1,110	.6482
	91	630	.3679
	92	1,110	.6482
	93	1,000	.5840
12	94	1,000	.5840
	95	1,110	.6482
	96	630	.3679
	97	1,110	.6482
	98	1,000	.5840
13	99	1,000	.5840
	100	1,110	.6482
	101	630	.3679
	102	1,110	.6482
	103	1,110	.6482
	104	630	.3679
	105	1,110	.6482
	106	1,000	.5840
14	107	1,000	.5840
	108	1,110	.6482
	109	630	.3679
	110	1,110	.6482
	111	1,000	.5840
15	112	1,000	.5840
	113	1,110	.6482
	114	630	.3679
	115	1,110	.6482
	116	1,000	.5840
16	117	1,000	.5840
	118	1,110	.6482
	119	630	.3679
	120	1,110	.6482
	121	1,110	.6482
	122	630	.3679
	123	1,110	.6482
	124	1,000	.5840

<u>BLDG #</u>	<u>UNIT #</u>	<u>UNIT AREAS</u>	<u>UNDIVIDED SHARE OF COMMON ELEMENTS</u>	
17	125	1,000	.5840	
	126	1,110	.6482	
	127	630	.3679	
	128	1,110	.6482	
	129	1,000	.5840	
	18	130	1,000	.5840
131		1,110	.6482	
132		630	.3679	
133		1,110	.6482	
134		1,000	.5840	
19	135	1,000	.5840	
	136	1,110	.6482	
	137	630	.3679	
	138	1,110	.6482	
	139	1,000	.5840	
	20	140	1,000	.5840
141		1,110	.6482	
142		630	.3679	
143		1,110	.6482	
144		1,180	.6891	
145		1,110	.6482	
146		630	.3679	
147		1,110	.6482	
148		1,000	.5840	
21		149	1,000	.5840
	150	1,110	.6482	
	151	630	.3679	
	152	1,110	.6482	
	153	1,000	.5840	
	22	154	1,000	.5840
		155	1,110	.6482
156		630	.3679	
157		1,110	.6482	
158		1,110	.6482	
159		630	.3679	
160		1,110	.6482	
161		1,000	.5840	
23		162	1,000	.5840
		163	1,110	.6482
	164	630	.3679	
	165	1,110	.6482	
	166	1,110	.6482	
	167	630	.3679	
	168	1,110	.6482	
	169	1,110	.6482	
	170	630	.3679	
	33	171	1,110	.6482
172		1,000	.5840	
227		1,000	.5840	
228		1,110	.6482	
229		630	.3679	
230		1,110	.6482	
231		1,000	.5841	
TOTAL		171,240	100.0000	

Legal Description

(Recreation Area)

Parcel "D"

A parcel of land being in Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N88°52'23"W along the East-West centerline of said Section 2, 1331.99 feet; thence N01°24'39"E, 1055.00 feet; thence S88°35'21"E, 278.00 feet to a point of curvature; thence 158.87 feet along the arc of a curve to the left, said curve having a radius of 546.57 feet and a central angle 16°39'15", subtended by a chord of 158.31 feet, chord bearing N83°05'01"E to a point of tangency; thence N74°45'24"E, 299.95 feet to a point of curvature; thence 16.89 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet and a central angle of 01°56'08", subtended by a chord of 16.89 feet, chord bearing N75°43'28"E to a point on the curve; thence N01°46'05"E, 36.99 feet for a Point of Beginning; thence continue N01°46'05"E, 300.00 feet; thence S88°35'21"E, 288.00 feet; thence S01°46'05"W, 179.88 feet; thence S29°49'39"W, 136.56 feet; thence N88°35'21"W, 223.76 feet to the Point of Beginning.

Said parcel "D" containing 1.895 acres more or less.

TOGETHER WITH:

Parcel "E"

A parcel of land being in Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N88°52'23"W along the East-West centerline of said Section 2, 911.20 feet; thence N01°46'05"E, 302.14 feet for a Point of Beginning; thence continue N01°46'05"E, 2345.50 feet; thence S89°01'32"E, 200.02 feet; thence S01°46'05"W, 2409.19 feet; thence N71°17'25"W, 209.07 feet to a Point of Beginning.

Said parcel "E" containing 10.915 acres more or less.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD.

EXHIBIT F